

K23-516

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
COMMUNITIES IN SCHOOLS OF THE GULF SOUTH, INC.
AND
ORLEANS PARISH SCHOOL BOARD

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), the Orleans Parish School Board, represented by Olin Parker, Board President (the “OPSB”), and Communities in Schools of the Gulf South, Inc., represented by Amanda Schroder, President (“Communities in Schools” or “CIS” or the “Contractor”). The City, OPSB, and the Contractor may sometimes each be referred to as a “Party” or collectively as the “Parties.” The Agreement is effective as of August 1, 2023 (the “Effective Date”).

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, the OPSB is a political subdivision of the State of Louisiana, with a principal address located at 2401 Westbend Parkway, Suite 5055, New Orleans, LA 70114;

WHEREAS, Communities in Schools is a non-profit corporation, which principal address is located at 3400 Bienville Street, New Orleans, LA 70119;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the Parties desire to accomplish a valuable public purpose of increasing school attendance and providing services to families and youth;

WHEREAS, Communities in Schools will provide services to families and youth who are at-risk of chronic absenteeism or considered chronically absent, as defined by the Louisiana Department of Education;

WHEREAS, OPSB will coordinate with Communities and Schools; provide Communities in Schools access to records, data, and other information maintained by OPSB’s Office of Student Support and Attendance; and provide Communities and Schools with access to OPSB personnel for the purposes of this Agreement;

WHEREAS, the Office of Student Support and Attendance (“OSSA”) seeks to improve academic outcomes of students by assisting families in accessing needed social services so they may remain enrolled and engaged in school;

WHEREAS, CIS will work with the OSSA to have CIS’s re-engagement coordinators develop attendance intervention goals with OSSA staff for families, students, and schools based on results of individual assessments; and

WHEREAS, the City will fund this Agreement.

NOW THEREFORE, the City, OPSB, and CIS each having the authority to do so, agree as follows:

ARTICLE I – COMMUNITIES IN SCHOOLS’ OBLIGATIONS

A. Services. Communities in Schools will:

1. Hire four (4) re-engagement coordinators and one (1) director of re-engagement, who will, under the guidance of the OPSB’s Office of Student Support and Attendance, provide intensive short-term support for chronically absent students or those at-risk of chronic absenteeism.
2. Through CIS’ employees, including the aforementioned 4 re-engagement coordinators, and the director of re-engagement, support the implementation of OPSB’s day-to-day school attendance support services;
3. Assign the four (4) re-engagement coordinators to a set of referrals assigned by OPSB’s Office of Student Support and Attendance;
4. Consult, as necessary, with charter school staff who are the school-based attendance monitor(s), as directed by OPSB staff to communicate support service outcomes;
5. Maintain regular communication and support OPSB staff in identifying and supporting chronically absent students;
6. Conduct initial and ongoing family assessments in schools or home settings to identify strengths, needs, and barriers to attendance;
7. Based on results of individual assessments, have re-engagement coordinators develop attendance intervention goals with OSSA staff for families, students, and schools;
8. Provide students and families with attendance-based support services;
9. Collect student attendance data, and at the conclusion of each grading period, track progress towards attendance goal, and adjust interventions as needed;
10. Connect families to available family focused, and community based, family support services, if needed;
11. Assist charter school staff in referring to OSSA for municipal court summons if further attendance non-compliance persists after intensive intervention.
12. Regularly input case management notes and attendance intervention outcomes into the OSSA data system for program reporting;
13. Work collaboratively with OSSA by providing bi-weekly data and check-ins on progress of the program; and

14. Adhere to the Data Use Agreement attached hereto and incorporated herein as Exhibit "A".

B. Schedule. The Contractor shall begin providing services beginning August 1, 2023.

C. Invoices. The Contractor shall submit monthly invoices (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. At a minimum, each invoice must include, at a minimum, the following information:

1. Name of Contractor;
2. Date of Invoice;
3. Invoice Number;
4. Contract or Purchase Order Number issued by the City (i.e. K#);
5. Name of the City Department to be invoiced;
6. Description of the services; and
7. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

ARTICLE II – OPSB’S OBLIGATIONS

A. Administration. OPSB will:

1. Provide oversight of services provided by CIS to support students who are chronically absent or those who are at-risk of chronic absenteeism;
2. Provide CIS access to student data in compliance with all applicable state and federal Student Privacy laws;
3. Provide access to OPSB personnel to discuss the required services during normal working hours, as requested by CIS;
4. Adhere to the Data Use Agreement attached hereto and incorporated herein as Exhibit "A"; and
5. In collaboration with CIS, provide reports, including de-identified student data, and outcomes to the City upon request.

ARTICLE III - THE CITY’S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Office of Youth and Families ("OYF");
2. If applicable, provide the Contractor with documents deemed reasonably necessary for the Contractor’s performance of any work required under this Agreement;
3. Provide access to OYF personnel to discuss the required services during normal working hours, as requested by the Contractor; and

4. Fund this Agreement pursuant to the terms and conditions set forth herein.

ARTICLE III – FUNDING OR COMPENSATION

A. **Maximum Amount.** The maximum amount funded by the City under this Agreement is \$400,000.00.

B. **Rate of Compensation.** Upon execution of this Agreement, the City shall issue a \$50,000.00 payment to the Contractor upon the receipt of an accurate and complete invoice. The remaining amount of \$350,000.00 shall be paid to the Contractor on a monthly basis upon the receipt of an accurate and complete invoice.

1. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

2. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

3. The Contractor immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

C. **Payment.** Unless otherwise agreed to by the City, the payment terms are NET 30 days upon the Contractor's delivery and the City's acceptance of the services contemplated in this Agreement and/or upon the City's receipt of the properly submitted, complete, and accurate invoice via the City's supplier portal. The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice to the City; (b) satisfactory performance of the services and conditions required by this Agreement;

2. If applicable, the City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. If applicable, the City may set off any amounts due to the Contractor against any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and

no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

D. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations."

ARTICLE IV - DURATION AND TERMINATION

A. Term. The term of this agreement shall be for 1 year from the Effective Date.

B. Extension. The Parties can mutually agree to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the Parties. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement.

D. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE V - INDEMNITY

To the fullest extent permitted by law and to the extent caused by CIS, CIS shall indemnify, hold harmless and defend the City and OPSB, their trustees, directors, officers, employees and agents from and against all claims, demands, suits, damages, judgments of sums of money, losses and expenses, including but not limited to attorney's fees and costs ("Claims"), arising from or caused by any act of neglect, default or omission of CIS, its trustees, directors, officers, employees, or agents in the performance of this Agreement, breach of this Agreement, or failure to perform obligations hereunder. .

ARTICLE VI - INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

1. Minimum Requirements:

- a. Workers' Compensation & Employers Liability Insurance in compliance with the applicable Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$ 1,000,000 per accident for bodily injury or disease.
- b. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, abuse and molestation and any other type of liability for which this Agreement applies with limits of liability of not less than \$ 1,000,000 each occurrence / \$ 2,000,000 policy aggregate.
- c. Automobile Liability Insurance with limits of liability of not less than \$ 1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.
- d. Professional (Errors & Omission) Liability Insurance appropriate to the Contractors profession with limits of liability of not less than \$ 1,000,000 per occurrence or claim / \$ 1,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

The policy shall be amended to include independent contractors and volunteers providing professional services on behalf of or at the direction of the Contractor. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

- e. The Contractor shall maintain coverage to include, but not limited to, employee dishonesty, forgery, or alteration, on premises, computer crime/fraud with limits of not less than \$1,000,000 per loss.
- f. Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. The Contractor shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Agreement.

2. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status:** The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this Agreement; General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as

broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

The Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked “Y” or Commercial General Liability coverage. The Subrogation Waiver Box must be marked “Y” for Workers Compensation/Employers Liability and Property.

- b. Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage.
- c. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase “extended reporting” coverage for minimum of 3 years after the termination of this Agreement.
- d. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
- e. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.
- f. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the City.

B. The Contractor will provide the City’s Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: Communities in Schools and OPSB CEA) within 10 calendar days of the Effective Date and at any other time at the City’s request the following documents:

- 1. Proof of coverage for each policy of insurance required by this Agreement; and
- 2. Copies of all policies of insurance, including all policies, forms, and endorsements.

C. Without notice from the City, the Contractor will:

- 1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;

2. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement;

3. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement; and

D. **Special Risks or Circumstances:** The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE VII - PERFORMANCE MEASURES

A. **Factors.** The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. **Failure to Perform.** If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII – LIVING WAGES

A. **Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. **Compliance.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, et seq., which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("Living Wage");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. **Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. \$11.19 per hour for any work performed on or before December 31, 2021
2. \$13.25 per hour for any work performed on or before December 31, 2022

3. \$15.00 per hour for any work performed on or before December 31, 2023; and
4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. Adjusted Living Wage. In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“Article”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “OWD”) and/or the Chief Administrative Office (“CAO”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (iii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE IX - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited

to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Consultant stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

- a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
- b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor and without any further compensation due.

2. Notwithstanding Section C (1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE X - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(7), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Contractor, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XII - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Asya Howlette, Director, Office of Youth and Families
City of New Orleans
1300 Perdido Street, Suite 4W09
New Orleans, LA 70112

&

Donesia Turner, City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To OPSB

Olin Parker
OPSB Board President
2401 Westbend Parkway, Suite 5055
New Orleans, LA 70114

&

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

3. To Communities in Schools

Amanda Schroeder
3400 Bienville Street
New Orleans, LA 70119

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XIII - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. Audit and Other Oversight. To the extent required by law, the Contractor will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. Compliance with the City's Hiring Requirements – Ban the Box. (i) The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. (ii) Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. (iii) This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect. (iv) The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

F. Conflicting Employment. To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

G. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

H. Convicted Felon Statement. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

I. Employee Verification. The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

J. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

K. Jurisdiction. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

L. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

M. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

N. Non-Exclusivity. This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

O. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

P. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default

or breach or any prior contemporaneous or subsequent default or breach.

Q. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of this Agreement will take precedence over any other documents or instruments.

R. Ownership Interest Disclosure. The Contractor will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavit, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

S. Ownership of Records. Upon final payment, all de-identified data not otherwise protected by federal or state student privacy laws, which may require ownership remains with the OPSB, collected and all products of work prepared, created or modified by the Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor. The Parties agree that: (i) juvenile files containing educational records may be protected by the Family Educational Rights and Privacy Act, 20 United States Code 1232g; (ii) juvenile records containing medical, mental health, and treatment information is protected by the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191 of 1996; and (iii) juvenile information, including, but not limited to, juvenile court proceedings may be protected pursuant to Louisiana Revised Statute 15:574.12 and/or Louisiana Children's Code Article 412.

T. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Agreement without regard to the Contractor's otherwise satisfactory performance of the Agreement.

U. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance

of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

V. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

W. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

X. Subcontractor Reporting. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

Y. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

Z. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

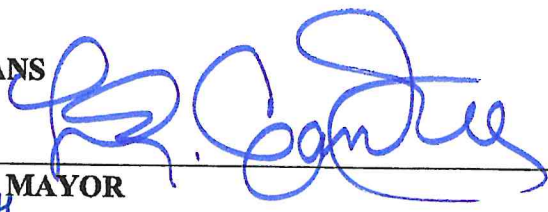
The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES AND EXHIBIT “A” CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City, OPSB, and the Contractor, through their duly authorized representatives, execute this Agreement.

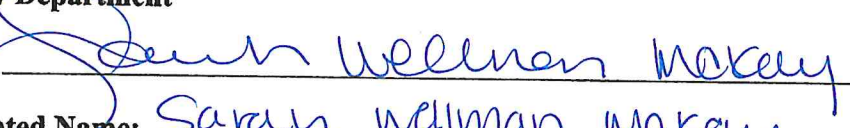
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 27th of September, 2023.

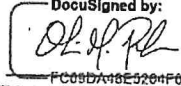
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Sarah Wellman Mackay

ORLEANS PARISH SCHOOL BOARD

DocuSigned by:
BY: 
OLIN PARKER, BOARD PRESIDENT

TAX I.D.

COMMUNITIES IN SCHOOLS OF THE GULF SOUTH, INC.

BY: 
AMANDA SCHROEDER, PRESIDENT

TAX I.D.

[EXHIBIT "A" ATTACHED ON THE NEXT PAGE(S)]

EXHIBIT "A" – DATA USE AGREEMENT

DATA SHARING AGREEMENT

This Data Sharing Agreement is entered into by the Orleans Parish School Board, a political subdivision of the state of Louisiana (hereinafter referred to as "OPSB"), and COMMUNITIES IN SCHOOLS, a Louisiana Non-profit Corporation. OPSB and COMMUNITIES IN SCHOOLS are referred to individually as "Party" and collectively as the "Parties."

PRELIMINARY RECITALS

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99.1, *et seq.* make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties;

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with public or private entities performing work on its behalf;

WHEREAS, OPSB provides a network of educational and direct support services to the families and children in Orleans Parish via OPSB's Office of Student Support and Attendance ("OSSA");

WHEREAS, OPSB receives referrals from schools to locate and/or reengage students who are at-risk of chronic absenteeism or chronically absent;

WHEREAS, the Parties collect and retain student information on current, previous, and future students;

WHEREAS, COMMUNITIES IN SCHOOLS is contracting with the City of New Orleans and OPSB for COMMUNITIES IN SCHOOLS to provide services to Nola Public Schools to support students and families who are chronically absent or those at-risk of chronic absenteeism;

WHEREAS, COMMUNITIES IN SCHOOLS is hiring four (4) re-engagement coordinators and one (1) director of re-engagement, who will, under the guidance of OSSA, provide intensive short-term support for chronically absent students or those at-risk of chronic absenteeism;

WHEREAS, it is necessary for OPSB and COMMUNITIES IN SCHOOLS to share student records in order to provide direct support to students, families and schools that are referred to the Office of Student Support and Attendance due to chronic absenteeism;

WHEREAS, it is necessary for COMMUNITIES IN SCHOOLS staff members to have access to the Efforts to Outcomes ("ETO") database in order to review referrals and input case notes; and

WHEREFORE, the Parties do enter into this Data Sharing Agreement subject to the terms and conditions as specified herein.

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

1. Purpose of the Disclosure

The Parties agree to use any data disclosed to them pursuant to this Data Sharing Agreement for the purposes of supporting the direct services to schools, students and families experiencing chronic absenteeism, who are referred to the Office of Student Support and Attendance for reengagement support.

2. Data

The Parties agree to provide student-level data to each other as necessary to accomplish the purpose of this Data Sharing Agreement, including but not limited to:

- Name
- Date of Birth
- Louisiana Secure ID
- Demographics
- Parental/Family Contact Information
- Enrollment Information
- Discipline
- Application Information
- School Choice
- Special Education Records
- Student performance including assessments and grades
- Any information included in the referral to OSSA, via the Efforts to Outcomes (ETO) database, for the purpose of direct service

The Parties reserve the right to withhold any of the foregoing data from each other if either determines, in its sole discretion, that disclosure of such data to the other would violate any provision of state or federal law.

3. Confidentiality

This contract is entered into by COMMUNITIES IN SCHOOLS and the OPSB in accordance with the provisions of the Louisiana Revised Statute 17:3913, *et seq.*, the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), *et seq.*, (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, *et seq.*, (IDEA). The Parties hereby acknowledge that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to La. R.S. 17:3913, *et seq.*, FERPA and IDEA and will not be disclosed by either Party to any third party.

Each Party shall retain the original version of the data as disclosed to each of it under this Data Sharing Agreement at a single location and shall not make a copy or extract of the data available to anyone except those who have a need for the data to perform the purposes listed above. Each party shall maintain the data disclosed to each of them under this Data Sharing Agreement, whether in hard copy or electronic form, in an area that has limited access only to authorized personnel. The Parties shall not permit removal of the data from the limited access area. The Parties shall ensure that access to the disclosed data maintained on computer files or databases is controlled by password protection. Each Party shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. Each Party shall maintain all printouts, discs, or other physical products containing student-level data disclosed to each of them in locked cabinets, file drawers, or other secure locations when not in use. Upon such time as COMMUNITIES IN SCHOOLS ceases to participate in the agreement with the City of New Orleans, all data disclosed pursuant to this Data Sharing Agreement shall be turned over to the OPSB, whether in electronic or hard copy form, and any electronic data remaining in COMMUNITIES IN SCHOOLS possession shall be removed in its entirety from any computers or sources owned by COMMUNITIES IN SCHOOLS in a manner that prevents its physical reconstruction.

4. Restrictions on Use

Neither Party shall use the data of the other Parties, which is disclosed pursuant to this Data Sharing Agreement, for any purpose not expressly permitted in this Data Sharing Agreement without the prior written approval of the Agency head of the Party disclosing the data. Neither Party may disclose any document of the other, whether in hard copy or electronic form, or otherwise disclose to any third party any student-level data or information of the other in any form whatsoever or under any circumstances which would directly or indirectly makes a student's identity traceable.

5. Indemnification

Each Party shall defend, indemnify and hold harmless the other Parties and any and all of the other Parties' directors, officers, officials, employees, agents, and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject as a result, directly or indirectly, of any negligence or breach of this Data Sharing Agreement by the indemnifying party.

6. Audits

The Parties shall permit one another or their authorized representatives to carry out security or audit checks pertaining to security and usage of Personally Identifiable Information ("PII"). The Parties shall cooperate with one another as necessary to facilitate an audit. Each party or its authorized representatives shall have access at all reasonable times on working days, during working hours at the other parties' business premises, to records, books and correspondence and other papers and documentation or media of every kind pertaining to this Data Sharing Agreement, as well as to any employees as necessary to carry out such security and audit checks. Each Party

or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents.

7. Security Breach

As used in this Contract "Security Breach" means (i) any act or omission that compromises either the security, confidentiality or integrity of PII, (ii) the physical, technical, administrative or organizational safeguards put in place by either Party that relate to the protection of the security, confidentiality or integrity of PII, or (iii) receipt of a complaint in relation to the privacy practices or a breach or alleged breach of this Data Sharing Agreement relating to such privacy practices.

Each Party shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches involving each other's data. Each Party shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any such security breach and prevent any further security breach, each at its own expense in accordance with standard industry practices and applicable law.

Each Party shall immediately notify the other Parties in writing of a security breach after becoming aware of it and take appropriate action for minimizing the risk of any further data loss and any negative consequences of the breach, including potential harm to affected individuals.

Immediately following notification of a security breach, the Parties shall coordinate with each other to investigate the security breach. The Parties agree to fully cooperate with each other in handling the matter.

8. Liaison Officials

Each Party's liaison for the implementation of this Data Sharing Agreement and for receipt of all notices or other communications required or permitted under this Data Sharing Agreement is:

Kelli Jordan
Chief School Support and Improvement Officer
NOLA Public Schools
2401 Westbend Parkway, Suite 1100
New Orleans, Louisiana 70114
kjordan@nolapublicschools.com
504-289-8793

Amanda Schroeder
President
Communities in Schools Gulf South, Inc.
3400 Bienville Street

New Orleans, LA 70119
amandas@cisgulfsouth.org
504-941-1236

9. Term of Data Sharing Agreement

This Agreement shall begin on August 1, 2023, and shall terminate on July 31, 2024. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the Parties and approved by the necessary authorities prior to said termination date. If either Party informs the others that an extension of this Agreement is deemed necessary, an amendment may be prepared by one Party for appropriate action by the other Parties.

10. Termination for Convenience

Either Party may terminate this Agreement at any time by giving written notice of such termination to the other Parties.

11. Assignment of Contract

Neither Party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Party and the City of New Orleans

12. Jurisdiction, Venue and Governing Law

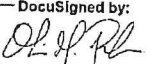
Exclusive jurisdiction and venue for any and all suits between the Parties arising out of, or related to, this Agreement shall be in the Civil District Court, Parish of Orleans, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

13. Survival

The Parties' obligation under Sections 1, 3, 4, 5, and 12 shall survive expiration and/or termination of this Data Sharing Agreement. The Parties' obligations under Sections 6 and 7 shall survive expiration and/or termination of this Agreement until each party has fully complied with its obligation to destroy data as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Data Sharing Agreement as of this ____ day of _____, 2023.

ORLEANS PARISH SCHOOL BOARD

DocuSigned by:


Authorized Representative Signature

Olin G. Parker

Authorized Representative Name (Print)

President

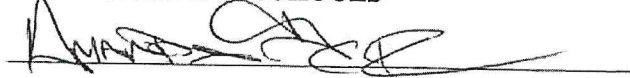
Title

9/5/2023

Date

WITNESSES' SIGNATURES

COMMUNITIES IN SCHOOLS



Authorized Representative Signature

AMANDA SCHREIBER

Authorized Representative Name (Print)

PRESIDENT

Title

9/18/23

Date