

Gideon Stein, Representative  
John McDonough HS  
Future Is Now Schools  
Board of Directors

Steve Barr, President  
John McDonough HS  
Future Is Now Schools  
Board of Directors

February 13, 2013

Dear Sirs:

As members of the Board of Directors of the Future of Now (FIN) John McDonough Charter School in New Orleans, we would like to express concerns with actions taken on behalf of the Board without the consent of the body. First and foremost, the cancellation of the February Board meeting, or perhaps the failure to appropriately cancel the meeting within the requirements of the Louisiana Open Meeting law, represents a violation of the Louisiana Revised Statute governing public meetings, and also represents a disregard of the community, actions we find intolerable. That the citizens have a right to participate in the governance of the Charter School, even if their participation is in opposition, is a critical underpinning of what makes Charter School policy effective – accountability, ownership and input at the community level. Moreover, the statement released to the press that the meeting was cancelled by the members of the Board is patently false, as there was no action, formal or informal, taken by the Board.

Similarly, the contractual relationship between the school and the producers of the television series is also questionable, as there was no action of the board to enter into the agreement. Clearly this agreement exists between the Future is Now non-profit organization, separate and apart from the Board's governance authority. However there should have been some formal approval at the School Board level. As members we were advised that we would be consulted prior to any formal agreement to proceed with contract with Disney and/or OWN, however the

premier of the show was presented to as a completed deal ready to air to the public at the January meeting of the Board.

The contract with the Recovery School District for management of Cohen School is yet again another instance where a contractual relationship was entered into between the Board and another legal entity without approval by the Board. Clearly there were financial negotiations conducted on behalf of FIN, but there was no Board approval of the contractual relationship. The agreement with the Advisory Council was never brought to the Board for approval, nor the decision to supplement the administrative staff and hire an additional Principal.

These factors combined have prompted us to question the authority of the governance Board of the FIN John McDonough Charter School and to question our legal authority and responsibility at the Board level. To resolve our concerns we are requesting the following documentation that will hopefully clarify the role of the School's Board and the legal relationship between the school's governance, the FIN organization and the RSD. Prior to the next meeting of the Board please provide the following documentation:

- The FIN John McDonald contract with the RSD, all amendments to the contract along with the Charter Application submitted to the RSD;
- A copy of all contracts entered into on behalf of the FIN John McDonough School Board;
- The Bylaws for the school's Board to include decision-making authority, role of officers, committee structure, etc; and
- The contract, if one exists, between the school's Board and FIN.

Also, given the cancellation of the February meeting and the impending law suit to be filed by the community, please provide a copy of the Directors and Officers Insurance for the school's Board.

We agreed to participate in this endeavor because we believed that the investment and interventions of the FIN organization would better ensure success for the students of John McDonough. That FIN agreed to have the school open to all student with no testing or eligibility requirements to skim the higher performing students and leave the others unserved; that the organization would take on a high school, and not restrict their activities to the lower grades or build the school one grade at a time as most other Charters do; that the founders of the non-profit are willing to invest their personal resources; that the model has been successful in other high-risk communities; and that the goal of the Charter is to build a successful school that will return to the control of the Orleans Parish School Board are the compelling principles upon which we based our support. Our support of these principles has not changed, but we cannot support governance of the school through unilateral decision-making that circumvents the right – and responsibility – of the citizens to participate. And we absolutely will not be the rubber stamps that violate the rights of the community or impugn, in any way, the spirit and intent of Charter Schools.

Like the protests of the community we too protest the lack of transparency of the decision-making process and going forward, our participation on the FIN John McDonough School Board is contingent on the immediate implementation of the activities and reforms:

1. Immediate rescheduling of the February Board meeting with public notification conducted within the guidelines of the Open Meetings Law;
2. Development and adoption of organizational bylaws that require a vote of the FIN John McDonough Board for all contractual relationships entered into with the school and/or on behalf of the school by the FIN non-profit.
3. Funds allocated for an administrator to staff the School Board and collect, maintain and distribute meeting minutes as required and effectively notice Board and community members of meetings, events and activities;
4. Written reports from the School Leader at all monthly Board meetings on performance issues relevant to assessing attainment of academic performance benchmarks in the RSD contract.
5. Written reports from the School Leader at all monthly Board meetings on performance issues relevant to assessing culture change such as attendance, tardiness, participation in extra-curricular activities, etc.

Gentlemen, please note that the aforementioned terms and conditions are to be implemented immediately and the requested information disseminated at the February Board meeting, if possible, but not later than the close of business February 28, 2013.

If for any reason, our requests are not met in the time frame allotted, consider this correspondence an official letter of resignation for both of us from the John McDonough Board of Directors.

Respectfully yours,

Judith Dangerfield

Vaughn R. Fauria