

ORLEANS PARISH CHARTER SCHOOL – NOBLE MINDS D/B/A NOBLE MINDS INSTITUTE FOR WHOLE CHILD LEARNING

INVESTIGATIVE AUDIT SERVICES

Issued January 14, 2026

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January 14, 2026

**DR. VERA TRIPLET, CHIEF EXECUTIVE OFFICER
AND MEMBERS OF THE BOARD OF DIRECTORS
NOBLE MINDS D/B/A NOBLE MINDS INSTITUTE FOR WHOLE CHILD
LEARNING**
New Orleans, Louisiana

We are providing this report for your information and use. This investigative audit was performed in accordance with Louisiana Revised Statutes 24:513, *et seq.* to determine the validity of complaints we received. The procedures we performed primarily consisted of making inquiries and examining selected financial records and other documents.

The accompanying report presents our findings and recommendations as well as management's response. This is a public report. Copies of this report were delivered to the District Attorney for the Orleans Judicial District of Louisiana and others as required by law.

Respectfully submitted,



Michael J. "Mike" Waguespack, CPA
Legislative Auditor

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NOBLEMINDS



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EXECUTIVE SUMMARY

Charter School Incurred Questionable Costs After Relinquishment of Its Charter

Noble Minds is a Louisiana nonprofit corporation that operated a Type 2 charter school in New Orleans, Louisiana under the name Noble Minds Institute for Whole Child Learning (NMI). The Noble Minds Board of Directors (Board) voted on December 4, 2024, to voluntarily relinquish NMI's charter effective June 30, 2025. After the Board voted to relinquish its charter, Noble Minds used public funds totaling \$606,010 to pay for the nonprofit's building lease for the next fiscal year; pay consultants for services that provided little to no benefit to the charter school during the current school year; provide improper incentive payments to charter school employees; and fund celebratory functions. By improperly using public funds to benefit the nonprofit corporation and/or donating public funds, Noble Minds management may have violated the Louisiana Constitution, which prohibits the donation of public funds, and state law.

BACKGROUND AND METHODOLOGY

Noble Minds is a Louisiana nonprofit corporation that operated a Type 2 charter school in New Orleans, Louisiana under the name Noble Minds Institute for Whole Child Learning (NMI). Dr. Vera Triplett, founder and Chief Executive Officer, incorporated Noble Minds on July 9, 2012, as a nonprofit corporation organized exclusively for educational and charitable purposes under section 501(c)(3) of the Internal Revenue Code.

A charter school is a publicly-funded, independently-operated public school that receives financial support through the state's Minimum Foundation Program (MFP). The amount of financial support each public school receives from MFP is primarily based on the school's student count in October and February of each school year.¹

There are five types of charter schools authorized by state law²:

- Type 1** – a new school operating pursuant to a charter between a nonprofit corporation and a local school board;
- Type 2** – a new or preexisting school converted operating pursuant to a charter between a nonprofit corporation and the State Board of Elementary and Secondary Education (BESE);
- Type 3** – a preexisting public school converted and operating pursuant to a charter between a nonprofit corporation and the local school board;
- Type 4** – a converted preexisting school or a new school operated pursuant to a charter between a local school board and BESE;
- Type 5** – a preexisting public school transferred to the Recovery School District (RSD).

Charter schools are authorized by either a local school board (Type 1 and 3) or BESE (Type 2, 4, and 5). Depending on their type, charter schools may be operated by local school boards, nonprofit corporations, or in rare legacy cases, overseen by RSD. Most RSD schools have since transitioned to local school board control or BESE oversight.

Charter school operations are governed by La. R.S. 17:3971, *et seq.*, and – specifically for types 2, 4, and 5 – regulated through BESE Bulletin 126. Bulletin 126 establishes rules for charter schools, including application, authorization, renewal, and closure. Charter schools are also subject to Louisiana Audit Law,³ Public Bid Law,⁴ Open Meetings Law,⁴ and Public Records Law.⁴

In June 2017, Noble Minds entered into a contract with BESE to operate NMI as a Type-2 charter school for the period beginning July 1, 2017, and ending June 30, 2022. BESE renewed NMI's contract for an additional three-year term (July 1, 2022 to June 30, 2025). NMI operated for students from kindergarten through eighth grade. The school received a failing grade from the Louisiana Department of Education (LDOE) for the 2023-2024 school year. Due to the likelihood of BESE not renewing the school's charter, the Noble Minds Board of Directors voted on December 4, 2024, to voluntarily relinquish NMI's charter effective June 30, 2025. On January 9, 2025, BESE voted to receive the voluntary surrender of Noble Minds' charter effective June 30, 2025. Noble Minds now operates as an independent fee-based program that provides summer programs and full or part day support for home school students.

Pursuant to Act 370 of 2023, the Louisiana Department of the Treasury launched the K-12 School Transparency Project, which required school governing authorities to submit specified financial data. Information identified through that process formed the basis of the complaint that precipitated this investigative audit. This audit was initiated to determine the validity of that complaint. We acknowledge the assistance of the Department of the Treasury in completing this work. The procedures performed during this audit included:

- (1) interviewing selected Noble Minds and NMI Charter School employees, board members, and other persons, as appropriate;
- (2) examining selected Noble Minds and NMI Charter School documents and records;
- (3) gathering and examining external parties' documents and records; and
- (4) reviewing applicable state laws and regulations.

FINDING AND RECOMMENDATIONS

Charter School Incurred Questionable Costs After Relinquishment of Its Charter

Noble Minds is a Louisiana nonprofit corporation that operated a Type 2 charter school in New Orleans, Louisiana under the name Noble Minds Institute for Whole Child Learning (NMI). The Noble Minds Board of Directors (Board) voted on December 4, 2024, to voluntarily relinquish NMI's charter effective June 30, 2025. After the Board voted to relinquish its charter, Noble Minds used public funds totaling \$606,010 to pay for the nonprofit's building lease for the next fiscal year; pay consultants for services that provided little to no benefit to the charter school during the current school year; provide improper incentive payments to charter school employees; and fund celebratory functions. By improperly using public funds to benefit the nonprofit corporation and/or donating public funds, Noble Minds management may have violated the Louisiana Constitution,⁵ which prohibits the donation of public funds, and state law.⁶

In June 2017, Noble Minds entered into a contract with the State Board of Elementary and Secondary Education (BESE) to operate NMI as a Type-2 charter school for the period beginning July 1, 2017, and ending June 30, 2022. BESE renewed NMI's contract for an additional three-year term (July 1, 2022 to June 30, 2025). NMI served students from kindergarten through eighth grade; however, the school received a failing grade from the Louisiana Department of Education (LDOE) for the 2023-2024 school year. Due to the likelihood of BESE not renewing the school's charter, the Board voted on December 4, 2024, to voluntarily relinquish NMI's charter effective June 30, 2025. BESE policy states if a charter is surrendered, all assets and cash on hand shall be transferred or disposed of as authorized or directed by the LDOE. If the records fail to clearly establish whether a particular asset was purchased with public funds or private funds, ownership of the asset shall revert to BESE.

Pursuant to Act 370 of 2023, the Louisiana Department of the Treasury launched the K-12 School Transparency Project, which required school governing authorities to submit specified financial data. Information identified through that process formed the basis of the complaint that precipitated this investigative audit. During our audit, we found that Noble Minds incurred questionable costs, totaling at least \$606,010 after Noble Minds' Board voted to relinquish its school charter. These questionable costs are described below.

Lease Payments

Noble Minds leased the property where NMI is located for three years, beginning July 1, 2022 and ending on June 30, 2025. In addition to making the monthly lease payments owed during the lease term, records show that Noble Minds issued three payments to the lessor totaling \$174,000 from February 27, 2025 to July 17, 2025. Noble Minds' founder and Chief Executive Officer (CEO) Dr. Vera Triplett told us that the lease term ran through June 30, 2027, and that the two parties negotiated a payout of less than \$150,000. The lessor told us that the payment Noble Minds made was to prepay a new lease beginning July 1, 2025 and ending June 30, 2026. The lessor stated the new lease was \$174,000 for one year following the closing of the charter school on June 30, 2025. When the lessor was asked why Noble Minds prepaid the lease for the period July 1, 2025 to June 30, 2026, the lessor stated that Dr. Triplett had the money and wanted to prepay the lease for one year. Noble Minds is currently occupying the same space while operating as an independent fee-based program that provides summer programs and full or part-day support for home school students.

Rebuttal to Noble Minds' Attorney's Response

Noble Minds' attorney's response states that the lease agreement was not scheduled to end until June 30, 2027, and referred to attached correspondence between Noble Minds and the lessor. Although correspondence from the lessor (see A.10) suggests that the lease term extends through June 30, 2027, the lease, and the correspondence provided by Noble Minds (see A.11) both indicate that the lease was to expire on June 30, 2025. Further, it should be noted that the lease itself states "This Lease may only be modified or amended by a written instrument, duly executed by both Lessor and Lessee." After we received Noble Minds' attorney's response, we requested a copy of an amended lease agreement, as one was not provided to us during the course of our audit. Noble Minds declined to provide any additional information.

In addition, Noble Minds' attorney's response stated that:

- Noble Minds negotiated a settlement of the breaking of the lease;
- Although Noble Minds broke the lease, Noble Minds requested continued access to the space to continue to work on operational and financial close out responsibilities; and
- Noble Minds does not have a current lease with the property owner.

According to the correspondence provided (see A.11), Noble Minds would not be entering into another three-year agreement following the end of the current lease agreement set to expire June 30, 2025. The letter explained that relinquishment of Noble Minds' charter means they would no longer have the guaranteed funds required to maintain a lease. Noble Minds offered to pay \$13,000 per month (total of \$156,000) and pay the full \$156,000 by May 1, 2025. Noble

Minds provided additional correspondence from the lessor (see A.13) in which the lessor accepted an offer of compensation and suggested that Noble Minds pay \$14,000 in “building lease payments” plus \$500 per month for utilities (total of \$174,000) for the period June 1, 2025, to May 31, 2026.

It appears that Noble Minds agreed to pay \$14,000 in “building lease payments” plus \$500 per month for utilities (total of \$174,000) and paid the entire amount to the lessor between February 27, 2025, and July 17, 2025. By paying for the space in advance, Noble Minds’ management may have violated the Louisiana Constitution,⁵ which prohibits the donation of public funds. As of the date of this report, Noble Minds continues to occupy the space while operating an independent fee-based program.

Payments to Consultants

Records show that Noble Minds issued payments totaling \$238,000 to three consultants from January 16, 2025 to May 5, 2025, that either benefited the nonprofit corporation or were unnecessary because the charter school was in the process of shutting down.

Fundraising Consultant

Noble Minds contracted with a consultant to provide fundraising services from January 1, 2025 to June 30, 2025. The contract required the consultant to apply for funding opportunities, enhance fundraising capabilities and strategies to expand the organization’s donor base, and facilitate Board recruiting and training. Although the contract specified fees totaling \$30,000, records show that Noble Minds paid the consultant a total of \$40,000 from January 16, 2025 to April 30, 2025. According to bank records, Noble Minds received \$1,195 in funds raised from the contract on June 30, 2025. It appears that this amount, and any additional funding received as a result of this contract, will benefit the nonprofit corporation, not the charter school.

Wellness Consultant

Records show that Noble Minds paid another consultant \$78,000 from March 1, 2025 to May 5, 2025, to provide wellness services for charter school staff. Noble Minds did not provide us with a contract, but it appears that the consultant submitted one invoice (\$26,000) for assessment and planning of services and two invoices (totaling \$52,000) for delivery of services which included: facilitated group sessions to process the emotional impact of transitioning away from current students; holistic health interventions for stress and anxiety management, sound bath meditations, guided meditations, yoga and breathwork.

Professional Development Consultant

Records show that Noble Minds issued three payments totaling \$120,000 to a consultant for professional development services from February 6, 2025 to

April 1, 2025. Noble Minds did not provide a contract, but invoices show that the consultant provided coaching and mentorship for NMI teachers, administrative support, and classroom observation and feedback. The consultant's invoices also suggest that a total of five invoices would be submitted, indicating that Noble Minds may have agreed to pay up to \$200,000 for professional development services during the period in which the charter school was in the process of shutting down. According to accounting records, Noble Minds paid the same consultant \$6,750 for professional development services during the previous year.

Rebuttal to Noble Minds' Attorney's Response

In its attorney's response, Noble Minds questioned the figures LLA used as payments to consultants and stated that contracts are often amended for various reasons. In addition, Noble Minds suggests that LLA's assertion that these contracts were entered into "in the last six months on the school year" is intentionally misleading.

We disagree. LLA did not--and could not--state that these contracts were entered into in the last six months of the school year because Noble Minds repeatedly failed to provide LLA with contracts when requested. LLA requested copies of contracts multiple times. When Noble Minds failed to provide them, LLA attempted to contact the consultants directly to obtain the information. We were able to obtain one contract (fundraising contract) directly from the consultant. However, after we contacted this consultant, Dr. Triplett provided the same contract and then refused to allow us access to the school premises, refused to provide any additional documentation, and referred us to Noble Minds' attorney.

Because Noble Minds failed to provide the requested documentation, we could not determine if or when any such agreements were signed or amended. For example, Noble Minds provided invoices for the professional development consultant but did not provide a contract for those services. Records show that Noble Minds paid three \$40,000 invoices for a total of \$120,000. These invoices were labeled "Invoice 1 of 5", "Invoice 2 of 5", and "Invoice 3 of 5" which suggests that additional services would be performed. However, since Noble Minds did not provide a contract, we could not determine the entire scope of services included.

Employee Incentive Payments

Bank and payroll records show that Noble Minds issued incentive payments totaling \$168,425 to employees between December 2024 and June 2025, after the Board voted to relinquish NMI's charter. This amount included \$100,500 paid to Dr. Triplett and \$67,925 paid to other charter school employees. According to Dr. Triplett, the Board voted to offer incentive payments to each staff member that continued to work after the Board's decision to surrender its charter.

Dr. Triplett told us she received \$100,000^A as a Board-approved severance package. Dr. Triplett provided a signed agreement between herself and the Board, dated January 16, 2025, that appears to be an incentive agreement for "your

^A Payroll records also show that Dr. Triplett received a \$500 incentive payment in May 2025.

uninterrupted service for the remainder of this school year, your continued work post closure to finalize financial and operational matters, your management of faculty and staff incentive programs and your oversight of the transition of Noble Minds from charter school back to educational nonprofit we offer the following incentive criteria:

1. One month's salary for every year of service to be paid into the retirement account(s) of your choosing. One half of this will be deposited no later than January 21, 2025 and the other half on June 20, 2025.
2. An extension of your contract as a 1099 employee up to but not to exceed a fiscal year from the time of charter expiration date.
3. Payout of all unused PTO time on your final paycheck of the current fiscal year.
4. Continued payment of your medical insurance for one fiscal year following charter expiration date."

We reviewed Dr. Triplett's employment contract and found that all duties described in the incentive agreement (see above) were also included in her employment contract as Noble Minds' CEO. In addition, Dr. Triplett's employment contract did not provide for a severance payment or payout of all unused paid time off (PTO). Further, based on the incentive agreement, Dr. Triplett did not sever her ties with Noble Minds; rather, she changed her classification from a W-2 employee to a 1099 employee (independent contractor), but still serves as Noble Minds' CEO.

The Louisiana Constitution generally prohibits providing extra compensation to employees for performing their normal job-related duties. *Louisiana Attorney General (AG) Opinion 15-0130* provides, in part: "...payment of a bonus as a reward for the employee's performance of his or her normal duties would be prohibited by La. Const. art. VII § 14...." In addition, *AG Opinion 09-0260* states, in part, "...Paying an employee extra compensation in addition to what is owed to her for work that has been done in the past when the employer is under no legal obligation to do so is payment of a bonus. This office has consistently opined that the payment of a bonus, or any other gratuitous, unearned payment to public employees is prohibited...." By paying extra compensation to Dr. Triplett and other charter school employees who received incentive payments for performing their normal job-related duties, Noble Minds management may have violated the Louisiana Constitution⁵ and state law.⁶

Rebuttal to Noble Minds' Attorney's Response

In its attorney's response, Noble Minds stated that once a school closure is announced, it is not unusual for other schools to offer teachers and other staff bonuses, stipends, etc., to switch schools before the end of the school year. Noble Minds' attorney's response claims that once a school is slated for closure, incentive programs are even more crucial and that all incentive pay was tied to specific attendance and longevity benchmarks. We spoke with officials at the Louisiana Department of Education who indicated that it is a common practice for schools in

the process of closing to offer a modest, one-time stipend to employees to encourage employees to finish out the remaining school year.

However, based on the Noble Minds' policy, employees were eligible to receive additional pay (\$500 for lead teachers and \$250 for teaching assistants) for having zero absences each 15-day pay period with the incentive cut in half for one absence during the same period. As such, NMI staff were eligible to receive up to 12 incentive payments totaling between \$3,000 (teaching assistants) and \$6,000 (lead teachers) for the remainder of the school year. Payroll records show that Noble Minds paid incentives, in addition to regular compensation, to 21 employees totaling \$67,925 (average of \$3,234 per employee) from December 13, 2024, to May 30, 2025. As mentioned above, the Louisiana Constitution generally prohibits providing extra compensation to employees for performing their normal job-related duties.

Regarding the incentive/severance payments issued to Dr. Triplett, Noble Minds' attorney's response states that Dr. Triplett received an incentive and severance package, based on standard severance formula. The attorney's response initially states that the amount reflects Dr. Triplett's value to the organization and the importance of keeping her at the helm of the school to continue to run daily operations for the 2024-2025 school year while also having her prepare for closing duties up to and after the official school closing date. The attorney's response further states that Dr. Triplett's post-closure work, wrapping up former charter school matters (through December 2025) is separate from her ongoing work with the Noble Minds 501c3 work and that "she is being compensated by the board for the post closure work only, which will be completed in December 2025."

Dr. Triplett's employment agreement with Noble Minds covered the period July 1, 2024 through June 30, 2025, and provided that Dr. Triplett would be responsible "to operate and manage every aspect of an educational program...shall have the general responsibility for the management of all aspects of the educational program and day to day operation of all current and subsequent campuses. In addition, Dr. Triplett is responsible for the fiduciary health and oversight of matters related to the day to day operations of the school." Dr. Triplett's employment agreement did not provide for any additional compensation (including incentives or severance) other than her salary during the term of the contract.

Based on her employment contract, Dr. Triplett was contractually obligated and being compensated to continue to run daily operations for the 2024-2025 school year. Further, if Dr. Triplett did not sever ties with Noble Minds, as Noble Minds' attorney stated in her response, it appears that paying a severance package, along with a payout for of unused Paid Time Off would be inappropriate. Additionally, if Noble Minds was still responsible for post closure work, wrapping up former charter matters from July 2025 through December 2025, Noble Minds should have paid Dr. Triplett for those services as they were performed. Instead, Noble Minds claimed it paid Dr. Triplett's incentive/severance package for post closure work (July 2025 through December 2025) during the term of her employment contract (July 1, 2024, to June 30, 2025). According to Noble Minds' records, the incentive/severance package was split into two \$50,000 payments issued on January 17, 2025, and June 30, 2025. By paying Dr. Triplett for services that had not yet been provided, Noble Minds may have violated the Louisiana Constitution,⁵ which prohibits the donation of public funds.

Celebratory Functions

Records show that Noble Minds appears to have spent at least \$25,585 in public funds for celebratory functions from December 13, 2024 to March 31, 2025, after the Board voted to relinquish the charter school's charter. Expenses for these celebratory functions included the following:

- Noble Minds issued two debit card payments totaling \$9,840 between December 13, 2024 and December 24, 2024, to a local bar for the "Noble Minds Holiday Party." The invoice indicated that the event was a "cocktail party" for 50 guests at \$87 per guest (\$47 for food and \$40 for beverages).^B
- In February 2025, Noble Minds incurred debit card charges totaling \$1,450 for passes to multiple Mardi Gras parades.
- Noble Minds incurred a debit card charge in the amount of \$1,815 on March 27, 2025, for 11 employees to attend the Brews, Boils & Bubbles 2025 Festival. This purchase included 11 Champagne and Lobster VIP tickets.
- Noble Minds also paid \$12,480 to the New Orleans Jazz & Heritage Foundation for a table of eight people at the 2025 Jazz & Heritage Festival Fundraiser on March 31, 2025. Dr. Triplett told us that she and her husband and five board members attended the fundraiser. Dr. Triplett stated that the purpose for attending the fundraiser was to support other nonprofits that have supported Noble Minds in the past.

Several *AG Opinions*⁷ address employee meals and parties and generally opine that such expenditures are an improper use of public funds and may violate Article VII, Section 14(A) of the Louisiana Constitution. These opinions state that meals may be provided at meetings and certain business-related functions, but social functions benefiting employees are not an acceptable public purpose. In addition, *AG Opinion 99-358* provides, in part, "...it is the opinion of this office that the Commission can use its funds to host a luncheon for the dignitaries enumerated above under the following conditions...public funds are not used for the purchase of alcohol." Based on these opinions, Noble Minds management may have violated the Louisiana Constitution⁵ by using public funds for these celebratory functions.

^B Other charges included a room rental, room minimum fee, gratuity, and an administrative fee.

Rebuttal to Noble Minds' Attorney's Response

In its attorney's response, Noble Minds stated that celebratory functions were not paid for with public funds and that Noble Minds' financial documentation shows that public funds were not used to pay for "celebratory functions."

This is incorrect. Records show that Noble Minds paid expenses for celebratory functions directly from its general operating account which was funded by MFP funds. During the period in which Noble Minds incurred these expenses, public funds accounted for 99.9% of the deposits to Noble Minds' general operating account and there were no transfers of private funds into the general operating account to reimburse the general operating account. Noble Minds recorded each of these expenses on its general ledger as either "Misc. Purchase Other" or "Field Trips." In addition, the expenses for the holiday party in December 2024 were included in the financial data that Noble Minds submitted to the Louisiana Department of Treasury pursuant to Act 370 of 2023, as charter school expenditures, for the six-month period from July 1, 2024, to December 31, 2024. Upon receipt of Noble Minds' attorney's response, we requested additional financial documentation to show that public funds were not used to pay for celebratory functions. Noble Minds declined to provide additional documentation.

Conclusion

The Noble Minds Board voted on December 4, 2024, to voluntarily relinquish NMI's charter effective June 30, 2025. After the Board voted to relinquish its charter, Noble Minds used public funds totaling \$606,010 to pay for the nonprofit's building lease for the next fiscal year; pay consultants for services that provided little to no benefit to the charter school during the current school year; provide improper incentive payments to charter school employees; and fund celebratory functions. By improperly using public funds to benefit the nonprofit corporation and/or donating public funds, Noble Minds management may have violated the Louisiana Constitution,⁵ which prohibits the donation of public funds, and state law.⁶

Recommendations

We recommend that LDOE and BESE review this information and consult with legal counsel to determine the appropriate actions to be taken, including recovery of funds improperly spent by Noble Minds after its Board voted to relinquish its charter.

LEGAL PROVISIONS

¹ **Louisiana Revised Statute (La. R.S.) 17:3995** states, “(A)(1)(a) The state-funded per pupil allocation, based upon the weighted student membership count, received by the district pursuant to the most recent legislatively approved minimum foundation program formula, including all levels and allocation weights based upon student characteristics or needs as provided in the formula except any supplementary allocations for specific purposes. Supplementary allocations for specific purposes shall be provided to charter schools based solely on the funds generated by the charter school within each specific allocation. (b)(i) Local revenues received during the prior year by the school district from the following sources: (aa) Sales and use taxes, less any tax collection fee paid by the school district. (bb) Ad valorem taxes, less any tax collection fee paid by the school district. (cc) Earnings from sixteenth section lands owned by the school district. (ii) For the purposes of this Subparagraph, local revenues shall exclude any portion which has been specifically dedicated by the legislature or by voter approval to capital outlay or debt service. (iii) For the purposes of this Subparagraph, local revenues of the Orleans Parish School Board also shall exclude the amounts set forth in R.S. 17:1990(C)(2)(a)(iii) until such provisions relative to the specified amounts expire. (iv) For the purposes of this Subparagraph, local revenues of a school board also shall exclude the amount deposited into the fund created by R.S. 17:100.12(B).”

² **La. R.S. 17:3973(2)(b)** states, in part, “Charter schools shall be one of the following types:

(i) Type 1, which means a new school operated as the result of and pursuant to a charter between the nonprofit corporation created to operate the school and a local school board. Within such Type 1 charter schools, only pupils who would be eligible to attend a public school operated by the local school board within the same city or parish will be eligible to attend as provided in the charter.

(ii) Type 2, which means a new school or a preexisting public school converted and operated as the result of and pursuant to a charter between the nonprofit corporation created to operate the school and the State Board of Elementary and Secondary Education. Prior to the creation of such a charter to convert a preexisting school, it shall be approved by the professional faculty and staff of the preexisting school and by the parents or guardians of children enrolled in the school as provided in R.S. 17:3983(C). Within such Type 2 charter schools, pupils who reside within the state will be eligible to attend as provided in the charter. Creation of a Type 2 charter school shall comply with the provisions of R.S. 17:3983(A)(2)(a)(i).

(iii) Type 3, which means a preexisting public school converted and operated as the result of and pursuant to a charter between a nonprofit corporation and the local school board. Prior to the creation of such a charter, the local school board may require approval of a proposal to create such a charter by the members of the faculty and staff of the preexisting school who are certified by the state board and by the parents or guardians of children enrolled in the school as provided in R.S. 17:3983(C). Within such Type 3 schools, only pupils who would be eligible to attend a public school operated by the local school board granting the charter, or pupils from the same area as those permitted to attend the preexisting school will be eligible to attend as provided in the charter.

(iv) Type 4, which means a preexisting public school converted and operated or a new school operated as the result of and pursuant to a charter between a local school board and the State Board of Elementary and Secondary Education. Prior to the creation of such a charter to convert a preexisting school, the state board may require approval of a proposal to create such a charter by the professional faculty and staff of the preexisting school and by the parents or guardians of children enrolled in the school as provided in R.S. 17:3983(C). Within such Type 4 schools, unless an agreement with another city, parish, or other local public school board is reached to allow students to attend the charter school, only pupils who would be eligible to attend a public school operated by the

local school board or pupils from the same areas as those permitted to attend the preexisting school will be eligible to attend as provided in the charter.

(v)(aa) Type 5, which means a preexisting public school transferred to the Recovery School District as a school determined to be failing pursuant to R.S. 17:10.5 or 10.7 and operated as the result of and pursuant to a charter between a nonprofit corporation and the State Board of Elementary and Secondary Education. The chartering authority shall review each Type 5 charter proposal in compliance with the Principles and Standards for Quality Charter School Authorizing as promulgated by the National Association of Charter School Authorizers. Except as otherwise provided in R.S. 17:10.7 or 1990, within such Type 5 charter school, only pupils who would have been eligible to enroll in or attend the preexisting school under the jurisdiction of the city, parish, or other local public school board or other public school entity prior to its transfer to the Recovery School District may attend. However, all such pupils shall be eligible to attend notwithstanding any other provision of this Chapter to the contrary..."

³ **La. R.S. 17:3996(F)** states, in part, "...a charter school established and operated in accordance with the provisions of this Chapter shall be subject to appropriate financial audits in accordance with R.S. 24:513 et seq."

⁴ **La. R.S. 17:3996(B)** states, in part, "Notwithstanding any state law, rule, or regulation to the contrary and except as may be otherwise specifically provided for in an approved charter, a charter school established and operated in accordance with the provisions of this Chapter and its approved charter and the school's officers and employees shall be exempt from all statutory mandates or other statutory requirements that are applicable to public schools and to public school officers and employees except for the following laws otherwise applicable to public schools with the same grades:... (9) Open meetings, R.S. 42:11 et seq... (10) Public records, R.S. 44:1 et seq... (19) Public bids for the erection, construction, alteration, improvement, or repair of a public facility or immovable property, Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950..."

⁵ **Louisiana Constitution Article VII, Section 14(A)** states, "Prohibited Uses. Except as otherwise provided by this constitution, the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private."

⁶ **La. R.S. 42:1461** states, "A. Officials, whether elected or appointed and whether compensated or not, and employees of any "public entity", which, for purposes of this Section shall mean and include any department, division, office, board, agency, commission, or other organizational unit of any of the three branches of state government or of any parish, municipality, school board or district, court of limited jurisdiction, or other political subdivision or district, or the office of any sheriff, district attorney, coroner, or clerk of court, by the act of accepting such office or employment assume a personal obligation not to misappropriate, misapply, convert, misuse, or otherwise wrongfully take any funds, property, or other thing of value belonging to or under the custody or control of the public entity in which they hold office or are employed. B. When, pursuant to a statute, ordinance, resolution, or contract or other agreement, a public entity, as defined in Subsection A, entrusts to a contractor or to a quasi-public entity of any kind the care, administration, allocation, or disposition of funds, property, or other things of value belonging to it or under its custody or control, the contractor or the quasi-public entity, and the officers and employees thereof personally, shall be deemed to have undertaken the obligation of a fiduciary with respect to such funds, property, or other things of value of the public entity. C. The breach of an obligation established under this Section gives rise to an action in favor of the public entity for the recovery of any such funds, property, or other things of value and for any other damages resulting from the breach. This action is prescribed by ten years, reckoning from the date on which the breach occurred."

⁷ **AG Opinion No. 03-0157** states, in part, "...serving meals at brief meetings, particularly meetings that could be scheduled at times other than meal times appear to be unreasonable ... Opinion Nos. 91-589-A and 76-1680, both of which determined that public funds cannot be utilized to defray the cost of Christmas parties for public employees... payment or reimbursement for food, drink, or the expenses associated with parties and other types of celebratory functions, from public funds, is improper under the state constitution."

AG Opinion No. 08-0328 states, in part, "We are unable to find that a public purpose exists in hosting social gatherings for city employees despite the fact that you believe it likely that at most social gatherings town business will be discussed. Because no public purpose exists, it is unnecessary to continue with the Cabela's analysis. We have not been provided with any evidence that the city would receive anything at all, and certainly not equivalent value, for the funds it would spend providing food for its employees at social gatherings. This conclusion is consistent with past opinions of this office dealing with social functions."

APPENDIX A

Management's Response

THE MCKENNA FIRM, L.L.C.
ATTORNEYS AND COUNSELORS
1100 POYDRAS STREET, SUITE 2900
NEW ORLEANS, LOUISIANA 70163
PHONE (504) 208-4545 • (504) 208-4535 FAX
WWW.MCKENNAFIRM.COM

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Writer's Email Address: halima@mckennafirm.com

December 9, 2025

Via Email: responses@lla.la.gov

Mr. Michael J. Waguespack, CPA
Louisiana Legislative Auditor
Post Office Box 94397
Baton Rouge, Louisiana 70804-9397

Dear Mr. Waguespack:

Please find below the timely response submitted on behalf of the Noble Minds Board of Directors pursuant to your findings, which were submitted to Noble Minds and myself by email on November 24, 2025.

Background

Noble Minds has been a non-profit education program operating in and around the New Orleans area since 2014. Prior to becoming a charter school, Noble Minds offered educational programming geared towards making educational opportunities more accessible and effective for high needs special needs students, students with behavioral and mental health concerns, and families who were forced out of the public school system because they felt as though their children were not receiving the education they deserved. After three years of operating as an independent nonprofit organization, Noble Minds made the shift to charter in 2017, which created an opportunity to serve more families. Noble Minds started as a K-2 school and added a grade every year culminating in adding 8th as its final grade in 2024.

Noble Minds was on track to have its first accountability renewal cycle in 2020, the first year that Noble Minds would have enough students in its testing grades to qualify for a letter grade. High stakes testing starts in third grade and requires that at least ten students be tested; we did not meet those requirements during the 2017/18 school year or the 2018/19 school year. In 2020, Noble Minds had both grades 3 and 4 and had enrolled the requisite number of students to qualify for accountability testing. Unfortunately, the global COVID-19 pandemic would shut down schools and cancel testing in the spring of 2020. Testing resumed in 2021 and was categorized by the LDOE as a baseline measure that would be used to determine where students stood after the devastating impacts of the global

pandemic. Unfortunately, in Louisiana we were dealing with the double impact of COVID-19 and Hurricane Ida which dysregulated school systems across the state for the next two years impacting test scores for us yet again.

In 2023, Noble Minds showed vast improvement in its school performance score seeing a 17-point increase. In 2024, results were flat and we had a statistically predictable two-point dip after having had a significant increase.

Charter Relinquishment

In November of 2024, Noble Minds was contacted via telephone by an employee representing the LDOE Charter School's Office. Noble Minds was informed that it would not be recommended for renewal, and it was advised to relinquish its charter effective June 30, 2025, or be faced with immediate closure. The Noble Minds board, faculty, staff, and parents lobbied for the school to remain open as a charter citing the severe impact designation. The severe impact designation is a provision in charter school law that allows schools to stay open with a "D" or "F" letter grade, IF the school showed growth, served a specialized population and if their academic growth had been impacted by external events outside of the school's control. Noble Minds met all these conditions, which is why the school was shocked and saddened when it was told that the charter would not be renewed and threatened with immediate closure if they did not vote to relinquish. Only after exhausting every attempt to be renewed did Noble Minds agree to relinquish the charter. An immediate closure would have had a catastrophic impact on the Noble Minds students and families. School closures are especially difficult, and that difficulty is compounded when closure is unexpected. School placement options for families, after an unexpected closure, are limited due to their children's special needs. While it was not Noble Mind's wish to relinquish the charter, once that reality was a certainty, Noble Minds made every possible provision to make the transition as seamless while still finishing the year strong.

Response to findings in the LLA Report:

Lease Payments

There are several factual inaccuracies in this section of the report. The lease between Noble Minds and Central St. Matthew was not scheduled to end until June 30, 2027 (please refer to the attached correspondence between Noble Minds and Central St. Matthew). The original lease was entered into in July of 2018 and was renegotiated several times over the years as Noble Minds occupied more of the building. I believe Mr. Logarbo used the lease end date of June 30, 2025, which is not correct. Noble Minds negotiated a settlement of the lease for a fraction of what would have been owed to Central St. Matthew if Noble Minds was held to the terms of the lease.

Contrary to the LLA Report, Noble Minds does not have a current lease with Central St. Matthew. Noble Minds, in its negotiation of the breaking of the lease, asked for continued access to the space for up to a year if necessary so that it would have a space to continue to work on operational and financial close out responsibilities, to finalize the transfer of physical assets belonging to the state, to finalize the transfer of physical assets belonging

to the Orleans Parish School board, to pack and store other physical assets, and to be accessible to their former families and employees during their transition to other schools for records and other requests. Mr. Logarbo's characterization of his interview with our Lessee is in direct opposition with the written correspondence between Noble Minds and Central St. Matthew, **which is attached**.

The church is actively seeking other tenants and graciously allowed the Noble Minds to use some space for its programming until a new tenant is located. During Dr. Triplett's conversations with Mr. Logarbo, she explained the lease negotiations and provided documentation to support the actions the school took to notify the church that they would be breaking the lease along with the negotiations that followed.

Payments to Consultants

First, Noble Minds does not necessarily agree with the figures that Mr. Logarbo included in his report. Contracts are often amended for various reasons. The annual audit will clarify exactly what was expended.

Charter schools routinely contract with consultants to provide various services throughout the school year. These services being characterized as **"unnecessary"** is a subjective opinion and not a statement of fact. This characterization has no bearing on the charter schools right to spend its funds. Further, the assertion that these contracts were entered into "in the last six months of the school year" is intentionally misleading. Noble Minds has worked with these vendors routinely for years. A school that will close is not a school that **IS** closed. Therefore, normal school functions and operations can and must continue, including the use of consultants to ensure that the staff and students continue to grow and to thrive, despite the impending school closure.

Teaching and learning do not stop once a school closure is announced, **unless** the school is immediately closing. Professional development has both immediate and long-term benefits for teachers and students. Professional development costs are largely covered by Title 1 grant funds, which are specifically designed to fund workshops, trainings, conferences, and specialized staff development that helps educators improve their skills in areas like instructional strategies, classroom management, and data-driven decision-making. Noble Minds properly used its Title 1 allocation. Noble Minds operated as a fully functioning school until June 30, 2025, a full six months after voting to relinquish the charter. Mr. Logarbo appears to suggest that because the school would be closing, the school should have come to a standstill and that students and teachers should not have received any services. This would be legally and ethically unacceptable. The school had a right and a responsibility to continue to serve its faculty, staff, and students. There was nothing improper about this expenditure.

Noble Minds, like many single site schools, contracts with outside entities to run their development and finance arms. Small school sites typically do not have the capacity to run

these functions in-house. Contracting for these services is more economical than having to pay a salary and benefits to a full-time employee. Furthermore, the characterization of this contract being entered into only after the vote to relinquish their charter is patently false. Our outside vendors and contractors have worked with Noble Minds on a regular basis over the course of several years. The characterization that tasks worked on did not benefit the school is confusing and again does not seem to have any basis in fact. This assertion again seems to reflect Mr. Logarbo's opinion, which is of course subjective, and not factually based. There was nothing improper about this expenditure.

Noble Minds has always promoted mental health and wellness as one of its core pillars. Many of its employees, parents and students were reporting high levels of anxiety and depression, after learning of the impending school closure. There was an uptick in suicidal ideation and self-harm among Noble Minds' staff and students. Noble Minds has always provided mental health services, however, there was an increase in demand for those services in the immediate aftermath of the public announcement of the closure. Noble Minds responded in a manner that any reasonable and responsible employer and educator would. Mr. Logarbo's characterization of these services as "unnecessary" is again a subjective conjecture that implies that the school should have ignored the acute mental health needs of its faculty, staff, students, and families. The contractual option used by Noble Minds was more cost effective than hiring a full-time crisis intervention counselor. There was nothing improper about this expenditure.

Employee Incentive Payments

Employee incentive programs tied to specific requirements are routinely offered at schools regardless of their renewal status. However, once a school is slated for closure incentive programs are even more crucial. Once a school closure is announced, it is not unusual for other schools to offer teachers and other staff bonuses, stipends etc., to switch schools before the end of the school year. This can be dysregulating for the school community, because an exodus of the staff and faculty contributes to the disruption of providing students with their right to a free and appropriate education in a safe environment. This issue for Noble Minds was extremely salient because of the therapeutic nature of the school and the exceptional needs of many of their students. It is difficult to find people who have the experience and desire to work with these special needs students. All incentive pay was tied to specific attendance and longevity benchmarks. This was all documented, and the documents justifying and explaining the employee incentive programs were provided to Mr. Logarbo and his colleague. The LDOE not only knew that Noble Minds would be offering incentives, but also the LDOE encouraged Noble Minds to take that action. Noble Minds' incentive programs focused on attendance benchmarks, tardiness benchmarks and continuation of employment until the end of the year. Mr. Logarbo's subjective opinion that the organization was improperly incentivizing employees has no basis in fact whatsoever **(See attached meeting agenda from December 2024, which proves that incentive programming was discussed with the LDOE and that its development and implementation was left to the discretion of the board and school leaders).**

Dr. Triplett received a combination of an incentive and severance package. She did not receive \$100,000 in payments personally. She instead received a payout into her designated retirement account based on the standard severance formula. This amount reflects Dr. Triplett's value to the organization and the importance of keeping her at the helm of the school to continue to run daily operations for the 2024-2025 school year while also having her prepare for closing duties up to and past the official school closing date.

The contract extension does not pay Dr. Triplett for doing the **“same or similar duties”** as alleged by Mr. Logarbo. Dr. Triplett received the combined incentive and severance package for performing tasks directly related to post closure responsibilities that the school is required by the state to complete. These tasks did not exist pre-closure. In addition to those duties, Dr. Triplett also worked with the LLA during their investigation, which included providing the LLA with requested documentation, attending and participating in meetings, and coordinating with external entities to comply with the request of the LLA representatives. This process was an unforeseeable addition to her post closure workload.

Dr. Triplett's previous role was CEO and School Leader of the Noble Minds Charter School. The charter school no longer exists, and the board no longer employs Dr. Triplett as the charter school leader. Dr. Triplett is not being paid the salary she was paid under her previous contract for the post closure work, but she is receiving a heavily reduced rate which reflects the amount of time that she devotes to her tasks. All employees, not only Dr. Triplett, who received temporary contract extensions became 1099 employees (i.e. independent contractors). Continuing with a payroll provider was unnecessary for three employees to work for no longer than six months. The LDOE was given a list of employees **in advance** of the school closure that indicated who would remain under contract to handle additional closing duties after June 30, 2025, and the LDOE approved that list of employees.

Mr. Logarbo has intentionally tried to conflate Dr. Triplett's ongoing work with the Noble Minds 501c3 with the work she is doing through the end of December wrapping up former charter school matters. This work is wholly separate and unrelated. She is being compensated by the board for the post closure work only, which will be completed in December of 2025, pending the completion of the annual audit. Further, Dr. Triplett waived the continuation of her medical insurance.

Dr. Triplett has worked at both the state and local level of education for nearly thirty years. Her contributions to education and to Noble Minds are well documented. Mr. Logarbo's characterization as to the structure of Dr. Triplett's combined incentive and separation agreement suggests some impropriety which is untrue, unfounded and lacks any evidentiary support. Dr. Triplett's combined incentive and separation agreement is moderate and aligned with industry standards (**please see attached documentation**). The language used in this report has the potential to defame and malign her professional reputation.

The employee handbook provides for the payout of unused PTO for fiscal employees, and the employee handbook was provided to the LLA investigators upon their request.

Dr. Triplett did not “sever ties” with Noble Minds because the entity still exists. Dr. Triplett’s association with the **Noble Minds Charter School**, which no longer exists, will end in December of 2025 when the annual audit is scheduled for completion. Noble Minds existed before it was a charter school and has simply gone back to its original mission as a private nonprofit entity.

Celebratory Functions

Celebratory functions were not paid for with public funds despite Mr. Logarbo’s assertion to the contrary. Noble Minds’ financial documentation evidences that public funds were not used to pay for “celebratory functions.”

Conclusion

The LLA report categorizes Noble Minds “relinquishment of the charter” as voluntary, which is untrue. Noble Minds fought hard to keep the charter both because it believed it was deserving of maintaining its charter and because it knew the devastating impact a closure would have on families, faculty, and staff. Noble Minds only agreed to relinquishment **AFTER** it was told that there was nothing that could be done and that any delay in the decision would result in immediate closure. Noble Minds showed academic growth before it was targeted for closure and showed growth during its final year as evidenced by the data provided and reported to the public by the LDOE.

Noble Minds has acted within its scope and authority regarding the school’s finances both prior to and after the decision to relinquish the charter. It is absolutely within the school board’s and school leadership’s authority to expend funds in areas that are prioritized. Noble Minds’ revenue streams included a combination of public funds, private funds, entitlement grants and private grants. Noble Minds has completed an annual audit every year since its inception and has routinely completed quarterly and annual financial reports for the LDOE which outlined its use of public funds on allowable expenditures.

In addition, Noble Minds must provide supporting documentation to be eligible for reimbursement for any entitlement grants funds used. This includes grant funds used for professional development. Schools are not approved for any activities that do not meet the scope for allowable expenses. Noble Minds has not improperly spent any funds and has, at all times, acted within its authority to manage the school’s finances.

The characterization that the consultants engaged by Noble Minds provided no benefit to the school during the 2025/2026 school year has no basis in fact. It is simply an opinion. All charter schools have autonomy around the design and implementation of salary,

incentive, and severance programs for their employees. Public funds were not used for employee celebrations or to support other non-profits, and there is no evidence to suggest otherwise.

The Noble Minds Board and Dr. Triplett cooperated fully with the representatives sent to conduct the LLA investigation. Over a five-month period, while also working on continued responsibilities related to school closure, Dr. Triplett provided an exhaustive amount of financial data for a period spanning over a three-year period. Dr. Triplett also provided access to the accounting system, several board members agreed to be interviewed and Dr. Triplett was also interviewed. All requested information was provided in a timely manner.

Dr. Triplett also included representatives from the LDOE on correspondence with the investigators to verify statements made during her interview. This report, however, does not seem to include any information about the level of cooperation afforded or information gleaned from those processes.

The report asserts that Pursuant to Act 370 of 2023, the Louisiana Department of the Treasury launched the K-12 School Transparency Project, which required school governing authorities to submit specified financial data. The Noble Minds Board, as of the writing of this response, has not been provided with any information about the nature of the complaint or what financial data needed to be submitted. The report does not specify which, if any, of the findings are related to the original complaint.

Very truly yours,
THE MCKENNA FIRM, LLC

/s/ Halima Narcisse McKenna

Halima Narcisse McKenna

HNH/csn
Attachments



NOBLE MINDS

Board Meeting Agenda

December 4, 2024

11:00am

1333 South Carrollton Ave (Via Zoom)

Roll Call

Call to Order

- Report: Comparison report on operating as a program vs. a school
- Inform: Role of Board Transition
- Action: Discussion/Vote Voluntarily Relinquishment of the BESE-Authorized Noble Minds Charter – Effective June 30, 2025

Actions required if motion to relinquish passes

- Action: Vote to approve employee incentive plan
- Action: Vote post transition contract CEO

Public Comment

Adjournment

Vera Triplett <vtriplett@noble minds.org>

Mon, Apr 7,
9:30 AM

to Jade

Hi Jade,

Portion of the minutes that discuss employee contract extensions

- **Contract Extensions**

- Has been a part of transition meeting conversations with LDOE

- A. Powell

- H. Pinto

- T. Taylor

- H. Guillot

- That would make them contract employees, not salaried.

Director of Operations Report:

- LEAP Preparations

- Inventory Visit from LDOE

Terrance Taylor:

- Financial Report

- Handout: January 2025 Financial Report

- Terrance went over the financial report

Executive Session

- Terrance and Amber left the room at 9:53am

- Amber returned to the room at 10:05am

New Business

Public Comment:

Adjourned:

- motioned to adjourn

- 2nd

- All approved

- Meeting adjourned at



**Central St. Matthew
United Church of Christ**

1333 South Carrollton Ave New Orleans LA 70118
(504) 861-8196
office@centralstmatthewucc.com
www.centralstmatthewucc.com



December 19, 2024

Dr. Vera Triplett
Noble Minds Institute for Whole Child Learning
1333 South Carrollton Ave.
New Orleans, LA 70118

Dear Dr. Triplett:

We are so sorry to hear of the difficulties that Noble Minds Institute for Whole Child Learning is facing. The prospect of Noble Minds closing is both troubling and disheartening. We have always felt a kinship with the mission of the school and have been honored to count you as a tenant. We pray that a solution is found so the work you have begun continues.

The closing of the school also has severe implications for Central St Matthew. We depend on the rental income from the lease of our educational building to sustain our existence. The sudden and unexpected loss of income will have a severe impact on our ministry.

As you know, your current lease goes through June 30, 2027. What is particularly difficult for Central St Matthew is the potential sudden and early termination of the lease. We appreciate your informing of us of what is happening but six months is a very short period of time for us to plan for what will take place if Noble Minds is unable to fulfill its lease.

If you recall when Lycée Francaise left the building in the middle of their lease, they continued to fulfill their lease agreement until they found Noble Minds to sublease the space. It would be very helpful to Central St. Matthew if we could negotiate some kind of arrangement to fulfill the current lease agreement or to at least give us a longer runway to plan for and execute a rental agreement with a new tenant.

Rest assured of our prayers and support as we all work to find our way through this difficult time.

Many Blessings,

Pastor Philip K. Brockett

1333 S. Carrollton Avenue • New Orleans • LA • 70118 • 504-861-8196



NOBLE MINDS

Noble Minds Institute for Whole Child Learning
Board of Directors

Re: Lease

Dear: Central St Matthew
C/O Phillip Brockett

This correspondence shall serve as an official notification that Noble Minds will not be entering into another 3-year lease agreement with Central St Matthews following the end of our current lease agreement which expires on June 30, 2025. Noble Minds' relinquishment of its charter to the Louisiana Department of Education means we will no longer be a public charter school and will not have the guaranteed funds required to maintain the lease.

We are in receipt of your letter and agree that the sudden and unexpected nature of the ending of our contract with the LDOE creates a level of detriment to the operations of the church. In addition, we will not be able to work on processes related to closure until the end of this academic year and will still need access to the building and its contents for up to a year following relinquishment. To that end we are prepared to compensate Central St Matthew for continued access to the building, a portion of the expenses related to the building upgrades made to the education space specifically to accommodate the school and expenditures for shared assets and utilities.

This agreement will supersede any previous agreement and will null and void any future financial responsibility of Noble Minds, it's board members or any other affiliates.

Noble Minds will pay a total of \$156,000 which is equivalent to 12 monthly payments at our original lease rate of \$13,000 a month. We propose that this payment be made in two separate payments of \$78,000 to be paid out on February 1, 2025, and May 1, 2025.

We are deeply appreciative of our time together as partners and intend to make every effort to make this as seamless a process as possible.

*We did originally put
2025 in error. Rev. Brockett
corrected in
his follow
up letter*

1333 S. Carrollton Avenue, New Orleans, Louisiana, 70118
504-962-7236 information@nobleminds.org



Philip Brockett <philip.brockett@gmail.com>

Thu, Jan 23,
3:01 PM

to me, Michael

Dr. Triplett,

I want to let you know that we are following up on your letter. I won't have a formal response probably for at least a week or longer. The wheels of church governance turn slowly. I want you to know that we certainly appreciate your offer and hope we can work together for the benefit of Noble Minds Community and CSM's future. We will be in touch as soon as we can give you a definitive response.

One thing I wanted to point out - is that the term of the last lease which was signed in 2022 is for 5 years - commencing with July 1, 2022 and concluding June 30, 2027. I've attached a copy of the lease for your reference. This information does not change anything but your letter of proposal is incorrect when it states, "the end of our current lease agreement which expires on June 30, 2025." I am just pointing that out for clarification. Again, that does not change the facts of the situation with which we are now dealing.

If you have any questions or further thoughts don't hesitate to reach out. I'm looking forward to when winter is over!

Peace,

Phil

Rev. Philip K. Brockett
Central St Matthew UCC
1333 South Carrollton Ave.
New Orleans, LA 70118

email: philip.brockett@gmail.com

ph. 860.543.0605



CENTRAL ST. MATTHEW
UNITED CHURCH OF CHRIST

1333 South Carrollton Ave New Orleans LA 70118

(504) 861-8196

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www.centralstmatthewucc.com



February 10, 2025

Dr. Vera Triplett
Noble Minds Institute for Whole Child Learning
1333 S. Carrollton Ave
New Orleans, LA 70118

Dear Dr. Triplett,

On behalf of the congregation and staff of Central St. Matthew United Church of Christ, we are saddened to learn of the LDOE's decision regarding Noble Minds and the negative impact it will have on your school, students, and parents. We understand that, had your school not existed, these children would not have gained the life and educational skills that Noble Minds taught them and gave them. Additionally, we are saddened that we will lose you as a tenant.

We graciously accept Noble Minds's offer to compensate for tenancy from June 1, 2025 to May 31, 2026. We have discussed this proposal with our Board of Trustees and Governing Council and would like to provide a counteroffer of \$14,500/month, totaling \$174,000. This would provide \$14,000 in building lease payments and \$500 for building utilities.

We also request these additional provisions:

1. We would like to consider the property for full occupancy, so we retain the right to list it and show it to potential tenants. As best as possible, we will identify times that would not disrupt your activities in the educational building. If the time needed to show the property occurs when your activities are in progress, we will do our utmost not to interfere with or disrupt them.
2. We are aware that you may still wish to use portions of the space and not the entire building, so we reserve the right to lease the mutually agreed-upon unused space to other potential lessees.
3. Should we identify a potential lessee, we will provide a minimum of 60 days' notice, in writing, of the new lessee's occupancy and Noble Minds's relinquishment of space required by the new lessee. Any time reduction or extension may occur with mutual agreement, in writing.
4. If such a future arrangement is realized, we would welcome a mutually agreeable adjustment in the current lessee arrangement and reduction of lease payments or return of the adjusted balance of lease payments.

1333 S. Carrollton Avenue • New Orleans • LA • 70118 • 504-861-8196



NOBLE MINDS

From: The Noble Minds Institute for Whole Child Learning
Board of Directors

To: Michael C. Boucree
President, Governing Council
Central St. Matthew UCC

Re: Lease Settlement

We are in receipt of your February 10, 2025, letter regarding a final settlement for the lease between Central St. Matthew UCC and Noble Minds. We accept the terms set forth in your letter and consider it a legal and binding settlement that voids any additional financial obligation once the payment schedule set forth in your February 10, 2025 has been satisfied.

This agreement supersedes any previous agreement and will null and void any future financial responsibility of Noble Minds, its board members or any other affiliates.

I have been authorized to accept and sign off on this offer on behalf of our board.

We are deeply appreciative of our time together as partners and intend to make every effort to make this transition as seamless a process as possible.

Dr. Vera Triplett
Founder, CEO The Noble Minds Institute for Whole Child Learning

1333 S. Carrollton Avenue, New Orleans, Louisiana, 70118
504-962-7286 information@nobleminds.org

Lessor shall give Lessee written notice of its intention to cancel said option(s) at least one hundred eighty (180) days prior to the expiration of the then applicable term.

Lessee shall give Lessor written notice of its intention to exercise said option(s) at least one hundred eighty (180) days prior to the expiration of the then applicable term.

In the event that Lessee fails to timely provide such notice, the remaining options shall thereafter be of no further force and effect.

6. Fixed Rent

Lessee shall pay to Lessor (at his office or at such other place as Lessor may designate in a notice to Lessee), without prior demand therefore and without any offset or deduction, an annual rental ("Fixed Rent") over the following schedule:

July 1, 2022 – June 30, 2023- \$16,637.00 per month
July 1, 2023 – June 30, 2024- \$16,637.00 per month
July 1, 2024 – June 30, 2025 - \$16,637.00 per month
July 1, 2025 – June 30, 2026- \$16,637.00 per month
July 1, 2026 – June 30, 2027- \$16,637.00 per month

On the date of execution hereof, Lessee has paid rent in advance in the amount of \$25,000.00, representing the deposit and the first month's rental payment of Fixed Rent receipt of which by Lessor, subject to collect, is hereby acknowledged. Thereafter, each monthly installment of Fixed Rent shall be paid in advance on or before the first day of each and every calendar month during the term.

All payments hereunder shall be made to the Lessor at the address set forth above, **Attention: Treasurer.**

8. Additional Rent

In addition to the aforementioned Fixed Rent, Lessee shall pay the utilities, janitorial, maintenance of all air conditioning and heating equipment ("HVAC"), lighting and the elevator within the Leased Premises. Lessee shall contract for the regular maintenance of the HVAC equipment and elevator. Lessee acknowledges that the Leased Premises is not separately metered but that it will pay an additional monthly rental in the amount of \$1,100.00 as credit towards the percentages listed in Number 8 below. Lessor and Lessee shall reconcile the utilities account each six (6) months. Lessee shall receive monthly copies of the utilities statements directly from the Prime Lessor.

7. Use of Premises

The Leased Premises shall be used for the operation of a school and other related business and ancillary uses of Lessee consistent with the operation of a school, (hereinafter collectively "Permitted Use"), and for no other purposes without the prior written consent of Lessor. Lessee acknowledges that Lessor shall enjoy non-exclusive use of the Leased Premises weekly for religious education classes or other church events with 48 hours advanced notice to Lessee. The parties agree to cooperate in a shared calendar of events.

CSM and Lessee may agree to shared use of the Leased Premises after school hours and on Saturdays and Sundays.

8. Utilities

There is no separate utility meter for the Leased Premises. Lessor states that it has allocated 60% of the utilities cost to Lessee during the Lease. Lessor states that it has, prior to its execution hereof, provided the historical amounts of such allocations to Lessee for its review. Lessor will send future invoices for utilities directly to Lessee for payment by Lessee.

9. Condition, Repair, Maintenance and Upkeep

	upload the data and work with the LDOE State Audit team to resolve any outstanding issues post-submission.
Update from Data Systems	Closing charters will continue to have access to EdLink360 for one year in order to access school year reports and data for Auditors.
<p>Update from Finance:</p> <p>The Division of School System Financial Support (SSFS) handles the financial component for closing charters.</p> <ul style="list-style-type: none"> Board approved 4 staff positions and 1 contract position to remain on payroll for 6-12 months–Permitted: Once the school closes its educational services operations at the end of the fiscal year, the Board is required to finalize the administrative and fiscal closing activities. <ul style="list-style-type: none"> The Board must close their books and have the final single audit completed by 12/31. The Board must also submit end-of-fiscal year financial reports to Finance. These tasks must be budgeted to ensure funding when the MFP and federal funding cease at 6.30.25. Finance will touch base with the school's CEO or business manager to discuss what kind expenses are reasonable as closing costs, audit costs, etc. <p>The CEO may continue to access the school account as needed. There are procedures needed once the final audit is complete to identify and fund the balance of State funds which must either be returned to the State or, if identifiable, may follow the students. The instructions are in the closing guidance provided by SSFS.</p> <ul style="list-style-type: none"> Will the account in receipt of the MFP disbursements be seized or allocated? No, that does not belong to the State. As mentioned above, the balance may be subject to return but not until all debts are settled. 	

Date: April 9, 2025

Review of Checklist	Notes
Closing Fiscal Monitoring Audit FY 24-25	<p>Due 5/31/25; begin 4/1/2025 ongoing through 5/31/2025</p> <p>Upon notification of school closures, the audit team will provide a scope and send an</p>

Contacts: Beth Scioneaux and Anya Randle

schoolfinancehelpdesk@la.gov.

- When can Noble Minds expect the last MFP payment.
- Verify Personnel for Disposition of Records- A. Powell apowell@noble minds.org
- Additional Personnel- Terrence Taylor (Finance). H. Pinto (Language Interpreter), & H. Guillot (supportive role for records/administration)

Ms. Guillot did not end up staying

Date: April 16, 2025

Review of Checklist	Notes
HR and Financial Records Storage Plan	<p>Due 4/5/2025; Dr. Triplett will share date of next board meeting</p> <p>It is the responsibility of the non-profit board to retain all financial and human resource records for seven years following school closure.</p> <p>The HR and financial records storage plan requires the non-profit board to designate a custodian of these records and a plan for retaining records. This requires board action and should be reflected in the official board meeting minutes.</p> <p>To complete this task, email the name and contact information of the records custodian, the physical location in which files will be stored, and a copy of the board meeting minutes to the Office of School Choice, charters@ls.gov.</p>
Submit inventory of charter-purchased/ grant-funded assets	<p>4/15/25- Dr. Triplett's team will work on for early May</p> <ul style="list-style-type: none"> • If inventory can be used by another Charter School, the inventory may be relocated to the recipient charter school(s) for their use. • The recipient charter school will have to conduct a physical inventory audit within 30 days of receipt of the assets. • Preference Buyer Application