



**Edward Hynes Charter School**

**Board Meeting**

**Agenda**

**September 20, 2021**

**HYNES CHARTER SCHOOL CORPORATION  
BOARD MEETING**

Monday, September 20, 2021 at 5:00 PM  
Edward Hynes Charter School  
990 Harrison Avenue  
New Orleans, Louisiana 70124

**AGENDA**

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes
  - a. August 9, 2021 – Board Meeting

**STANDING ITEMS**

1. Opportunity for public comment
2. Facilities Report
3. CEO's Report
4. Legal Report
5. Financial Report
  - a. Discussion of financial statements, including budget to actual comparison
6. HR Report
7. Friends of Hynes Report

## **BOARD BUSINESS**

1. Old business
2. New business
  - a. Motion to review and approve the 2021-2022 Center for Resilience Contracts for Hynes-UNO and Hynes-Parkview
  - b. Motion to review and approve the 2021-2022 HCSC Pupil Progression Plan
  - c. Motion to review and approve the amendment to the 2021-2022 First Student Contract previously approved at the June 7, 2021 Board Meeting
3. Adjournment



**Edward Hynes Charter School**

**Board Meeting**

**Minutes**

**August 9, 2021**



**Edward Hynes Charter School  
990 Harrison Avenue  
New Orleans, Louisiana 70124**

**Board of Directors Meeting  
Monday, August 9, 2021**

**Board Members Present:** Bill Chauvin, Helene Derbigny, Jan Janz, Alvin C. Miester III, Barbara Richard, Kris Scairono, Cassandra Youmans

**Board Members Absent:** None.

**Others Present:** Elizabeth Bagert, Michelle Douglas, Leon Mathes, Shawn Persick

Alvin C. Miester III, Board President, called the meeting to order at 5:05 pm and proceeded with the agenda.

1. **Approval of agenda.** Jan Janz made a motion to approve the August 9, 2021 meeting agenda. Barbara Richard seconded the motion. With no public comment, the motion carried by a unanimous vote of board members present.
2. **Approval of minutes.** Barbara Richard made a motion to waive the reading of and to approve the June 7, 2021 budget hearing minutes and the June 7, 2021 board meeting minutes. Helene Derbigny seconded the motion. With no public comment, the motion carried by a unanimous vote of board members present.
3. **Public comment.** None.
4. **Facilities update.** Michelle Douglas on behalf of Mike Townsend – see attachment.
5. **CEO's report.** Michelle Douglas – see attachment.

- a. Bill Chauvin made a motion to approve the 2021-2022 Interim COVID-19 Return to School Campus Guidelines, Policies, and Procedures. Barbara Richard seconded the motion. With no public comment, the motion carried by a unanimous vote of board members present.
- 6. **Legal committee report.** None.
- 7. **Financial report.** Leon Mathes – see attachment.
  - a. Discussion of the following:
    - i. Financial statements for Hynes-CMO, Hynes-Lakeview, and Hynes-UNO as of May 31, 2021.
- 8. **HR report.** None.
- 9. **Friends of Hynes Report.**
  - a. Bill Chauvin explained that there are some unforeseen costs regarding the design and potentially the location of the Hynes-UNO campus.
  - b. Michelle Douglas stated that the development team is making efforts to have the Hynes-UNO gymnasium funded.
- 10. **Old business.** None.
- 11. **New business.**
  - a. Reminder to complete the NOLAPS Charter Board Governance Verification Form | 2021-2022
  - b. Jan Janz made a motion to approve the NOLAPS contracted services agreements for 2021-2022 for Special Education and Related Services, subject to formatting and the correction of name. Kris Scairono seconded the motion. With no public comment, the motion carried by a unanimous vote of board members present.

With no further business to discuss, a motion to adjourn was made by Barbara Richard, seconded by Helene Derbigny, and passed unanimously by a vote of board members present. The meeting was adjourned at 6:34 pm.



**Edward Hynes Charter School**

**Board Meeting**

**Reporting Documents**

**September 20, 2021**

**Edward Hynes Charter School  
Facilities Report  
September 20, 2021**

**Hynes-Lakeview**

- Phase 3- NOLA PS project is complete
- Storm damage Ida. Ongoing leaks and damage to several sections of the exterior fence, and damage to the PK-kindergarten play area.

**Hynes-UNO**

- Storm damage Ida. A tree had fallen into a section of the fence on the property. This property had the least amount of damage compared to our other sites.

**Hynes-Parkview**

- NOLA PS window replacement project is forthcoming for several windows.
- Storm damage Ida. Exterior metal panels blown off and damage to the booster pump motor, due to trash being in the city water line.



**Edward Hynes Charter School**  
**CEO's Report**  
**September 20, 2021**

**Students & Academic**

1. Hynes students lost 13 days of instruction. We had 6 emergency days built in. We will make up 7 days of instruction.
2. The days in each quarter have been adjusted to redistribute the additional days. Exam schedules will also be adjusted to match.
3. Although our schools hit match targets, we are trying to understand attendance trends post-Ida and help with attendance and basic needs to remove any barriers for getting to school.
4. Regular and on-time transportation has been a hindrance to the start and ending of each school day. This situation is not isolated to Hynes, but to the general area and the country.
5. Baseline assessments are being conducted and analyzed to develop quarterly goals, when possible. The disruption caused by both Ida and some need to have small scale quarantines COVID have caused a delay with this step.
6. Lunch status surveys will soon be distributed. The results will have no impact on a student's ability to receive free meals.

**Faculty, Staff, and Administration**

1. Hynes implemented a vaccination policy for the faculty and staff.
2. We have a vacancy for a Special Education teacher and assistant teacher.
3. We allowed our staff to work a modified schedule during the week of September 13<sup>th</sup> to allow time for them to take care of their personal needs and to comply with our request for all faculty and staff to receive a negative COVID test.
4. Our network officers are adjusting to their new roles and responsibilities.
5. The teacher evaluation system will open in September. SLTs (student learning targets) and observations will soon begin.
6. Professional learning communities (PLCs) are scheduled weekly. They take place on Tuesdays at Hynes-UNO, Wednesdays at Hynes-Parkview, and Thursdays at Hynes-Lakeview.

**Family and Community Involvement**

1. Hynes-LV was the site for community COVID testing last Wednesday, September 15<sup>th</sup>. Over 1000 adults and children participated.
2. The administrators and their PTOs are adjusting their plans for this school year. They will ensure that safety protocols are followed accordingly.

**Operations and Facilities**

1. The post-storm assessment indicated that we had slight damage caused from Hurricane Ida.
2. We issued several surveys associated with Ida to understand the needs of our community of stakeholders. Furthermore, our leaders met daily to review topics of the day, plan communications, and brainstorm next steps for crisis management.
3. We remain current with all requirements for state reporting, and the NOLA-PS facilities handbooks are up to date, as required by leases.

**Replication**

1. Hynes will participate in the "Strong Schools Systems" initiative provided by the LDOE to continue to develop our strategic plan and academic success at our three campuses.
2. Hynes-Parkview was awarded a "New School Choice" grant by the LDOE for 2021-23.



Edward Hynes Charter School  
990 Harrison Avenue  
New Orleans, Louisiana 70124  
(504) 324-7160

September 20, 2021

To the Board of Directors of  
Hynes Charter School Corporation  
990 Harrison Avenue  
New Orleans, Louisiana

Attached you will find the financial statements as of June 30, 2021. The financial statements include Statement of Financial Position, Statement of Activities and Changes in Net Assets, Statement of Cash Flows and Selected Information for Hynes Charter School Corporation.

Please let me hear your questions or comments.

Regards,

Leon Mathes  
Chief Financial Officer  
Hynes Charter School Corporation

**Hynes Charter School Corporation**  
**Statement of Financial Position**  
**As of June 30, 2021**

**ASSETS**

**Current Assets**

Cash and cash equivalents		\$ 5,584,654	A
Grants and other receivables:			
NOLAPS / LADOE /Federal / ERATE	\$ 674,421		B
Other receivables	2,759		C
Total grants and other receivables		677,180	
Prepaid expenses		491,953	D
<b>Total Current Assets</b>		<b>6,753,787</b>	

**Other Assets**

Deposits	17,400		E
<b>Total Other Assets</b>		<b>17,400</b>	

**Fixed Assets**

Leasehold improvements	\$ 7,530		F
Equipment	\$ 63,548		G
Total Fixed Assets		71,078	
Accumulated depreciation		(44,772)	H
<b>Total Fixed Assets, net</b>		<b>26,306</b>	I

<b>TOTAL ASSETS</b>		<b>\$ 6,797,493</b>	J
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**LIABILITIES AND NET ASSETS**

**Current Liabilities**

Accounts payable NOLAPS	\$ 12,000		K
Other Accounts payable	116,930		L
Loans Payable	-		
Accrued payroll liabilities	1,065,850		M
<b>Total Current Liabilities</b>		<b>\$ 1,194,780</b>	

**Net Assets**

Net assets, beginning of this fiscal year	4,298,679		
Current year increase (decrease) in net assets	1,304,034		
<b>Net Assets, end of this period</b>		<b>5,602,713</b>	N

<b>TOTAL LIABILITIES AND NET ASSETS</b>		<b>\$ 6,797,493</b>	O
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**Hynes Charter School Corporation CMO**  
**Statement of Activities and Changes in Net Assets**

	<b>For the Twelve Months Ended June 30, 2021</b>			<b>Annual</b>	
	<b>Actuals</b>	<b>Budget</b>	<b>Variance</b>	<b>Budget</b>	
<b><u>Revenues and Other Support</u></b>					
State and Local MFP	-	-	-	-	
Federal Grants	221,004	253,000	(31,996)	253,000	CSP
State Grants	-	-	-	-	
Other Grants	48,500	-	48,500	-	NSNO
Donations	3,000	-	3,000	-	
Other income	1,073,418	56,000	1,017,418	56,000	PPP
<b>Total Revenues and Other Support</b>	<b>\$ 1,345,922</b>	<b>\$ 309,000</b>	<b>\$ 1,036,922</b>	<b>\$ 309,000</b>	
<b><u>Expenses</u></b>					
Employee Salaries	864,122	828,000	(36,122)	828,000	
Employee Benefits	301,159	304,000	2,841	304,000	
Administrative fee	-	-	-	-	
Advertising	5,603	-	(5,603)	-	NSNO
Depreciation Expense	-	-	-	-	
Disposal services	-	-	-	-	
Dues and fees	6,177	22,000	15,823	22,000	
CMO Charge	(865,000)	(865,000)	-	(865,000)	
Equipment rental	-	-	-	-	
Food Service Management	-	-	-	-	
Information technology services	730	-	(730)	-	
Insurance	-	-	-	-	
Materials and supplies	970	-	(970)	-	
Miscellaneous expense	-	-	-	-	
LEA (additional services)	-	-	-	-	
Professional Development	36,934	-	(36,934)	-	Grant LV
Professional services	34,763	-	(34,763)	-	NSNO
Repairs and maintenance	-	-	-	-	
Textbooks	-	-	-	-	
Transportation	-	-	-	-	
Travel	97	20,000	19,903	20,000	
Utilities	-	-	-	-	
<b>Total Expenses</b>	<b>\$ 385,555</b>	<b>\$ 309,000</b>	<b>\$ (76,555)</b>	<b>\$ 309,000</b>	
<b>CHANGE IN NET ASSETS</b>	<b>\$ 960,367</b>	<b>\$ -</b>	<b>\$ 960,367</b>	<b>\$ -</b>	

**Hynes Charter School Corporation UNO**  
**Statement of Activities and Changes in Net Assets**

	For the Twelve Months Ended June 30, 2021			Annual Budget	
	Actuals	Budget	Variance		
<b>Revenues and Other Support</b>					
State and Local MFP	2,032,074	1,830,000	202,074	1,830,000	SPED
Federal Grants	483,361	558,000	(74,639)	558,000	June Claim
State Grants	8,846	-	8,846	-	
Other Grants	112,719	176,000	(63,281)	176,000	
Donations	2,625	-	2,625	-	
Other income	66,779	-	66,779	-	PPP
<b>Total Revenues and Other Support</b>	<b>\$ 2,706,404</b>	<b>\$ 2,564,000</b>	<b>\$ 142,404</b>	<b>\$ 2,564,000</b>	
<b>Expenses</b>					
Employee Salaries	1,301,214	1,172,000	(129,214)	1,172,000	SPED
Employee Benefits	481,714	431,000	(50,714)	431,000	SPED
Administrative fee	40,641	37,000	(3,641)	37,000	
Advertising	983	-	(983)	-	
Depreciation Expense	3,648	4,000	352	4,000	
Disposal services	5,729	10,000	4,271	10,000	
Dues and fees	5,000	5,000	-	5,000	
CMO Charge	190,000	190,000	-	190,000	
Equipment rental	5,518	5,000	(518)	5,000	
Food Service Management	3,105	3,000	(105)	3,000	
Information technology services	36,016	23,000	(13,016)	23,000	Offset
Insurance	21,862	12,000	(9,862)	12,000	Offset
Materials and supplies	144,960	233,000	88,040	233,000	June Claim
LEA (additional services)	22,980	38,000	15,020	38,000	
Professional Development	40,963	10,000	(30,963)	10,000	Offset
Professional services	79,975	70,000	(9,975)	70,000	
Repairs and maintenance	70,112	36,000	(34,112)	36,000	Offset
Textbooks	50,746	63,000	12,254	63,000	
Transportation	26,375	70,000	43,625	70,000	Offset
Travel	1,953	62,000	60,047	62,000	Offset
Utilities	89,087	90,000	913	90,000	
<b>Total Expenses</b>	<b>\$ 2,622,581</b>	<b>\$ 2,564,000</b>	<b>\$ (58,581)</b>	<b>\$ 2,564,000</b>	
<b>CHANGE IN NET ASSETS</b>	<b>\$ 83,823</b>	<b>\$ -</b>	<b>\$ 83,823</b>	<b>\$ -</b>	

**Hynes Charter School Corporation Lakeview**  
**Statement of Activities and Changes in Net Assets**

	For the Twelve Months Ended June 30, 2021			Annual Budget	
	Actuals	Budget	Variance		
<b><u>Revenues and Other Support</u></b>					
State and Local MFP	6,881,203	6,601,000	280,203	6,601,000	
Federal Grants	976,512	1,278,000	(301,488)	1,278,000	June Claim
State Grants	25,972	-	25,972		8g grant
Other Grants	230,376	294,000	(63,624)	294,000	Codofil
Donations	93,548	-	93,548		
Other income	154,744	211,000	(56,256)	211,000	PPP, Int
<b>Total Revenues and Other Support</b>	<b>\$ 8,362,355</b>	<b>\$ 8,384,000</b>	<b>\$ (21,645)</b>	<b>\$ 8,384,000</b>	
<b><u>Expenses</u></b>					
Employee Salaries	4,199,918	4,238,000	38,082	4,238,000	
Employee Benefits	1,417,573	1,520,000	102,427	1,520,000	
Administrative fee	136,144	140,000	3,856	140,000	
Advertising	1,967	-	(1,967)	-	
Depreciation Expense	12,931	10,000	(2,931)	10,000	
Disposal services	8,748	14,000	5,252	14,000	
Dues and fees	28,682	20,000	(8,682)	20,000	
CMO Charge	675,000	675,000	-	675,000	
Equipment rental	16,759	18,000	1,241	18,000	
Food Service Management	10,680	13,000	2,320	13,000	
Information technology services	137,390	177,000	39,610	177,000	June Claim
Insurance	160,539	130,000	(30,539)	130,000	Offset
Materials and supplies	377,023	522,000	144,977	522,000	June Claim
LEA (additional services)	150,119	135,000	(15,119)	135,000	Offset
Professional Development	71,349	70,000	(1,349)	70,000	
Professional services	132,392	120,000	(12,392)	120,000	
Repairs and maintenance	181,265	144,000	(37,265)	144,000	Offset
Textbooks	124,822	152,000	27,178	152,000	Offset
Transportation	26,376	70,000	43,624	70,000	Offset
Travel	19,200	36,000	16,800	36,000	Offset
Utilities	213,634	180,000	(33,634)	180,000	Offset
<b>Total Expenses</b>	<b>\$ 8,102,511</b>	<b>\$ 8,384,000</b>	<b>\$ 281,489</b>	<b>\$ 8,384,000</b>	
 <b>CHANGE IN NET ASSETS</b>	 <b>\$ 259,844</b>	 <b>\$ -</b>	 <b>\$ 259,844</b>	 <b>\$ -</b>	

**Hynes Charter School Corporation**  
**Statement of Cash Flows**  
**For the Twelve Months Ended June 30, 2021**

**CASH FLOW FROM OPERATING ACTIVITIES**

Change in net assets	1,304,034
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*Adjustments to reconcile change in net assets to  
net cash provided by (used) in operating activities:*

Depreciation	16,578
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Changes in operating assets:

Grants and other receivables	68,301
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Prepaid expenses	(353,918)
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Deposit	(0)
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Changes in operating liabilities:

Accounts payable	(185,489)
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Loans Payable	(1,288,418)
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Accrued payroll liabilities	533,173
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<b>Net cash provided by (used in) operating activities</b>	<b>94,262</b>
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**CASH FLOW FROM INVESTING ACTIVITIES**

Fixed Assets Purchased	(39,455)
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**NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS**

	<b>54,807</b>
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Cash and cash equivalents - Beginning of the year

	5,529,847
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**CASH AND CASH EQUIVALENTS - End of this period**

	<b>\$ 5,584,654</b>
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Hynes Charter School Corporation

Selected Information

September 20, 2021

Substantially all disclosures required by accounting principles generally accepted in the United States of America are not included in the attached June 2021 financial statements (Statement of Financial Position, Statement of Activities and Changes in Net Assets, Statement of Cash Flows).

The Student Activity Fund and Friends of Hynes are not included in the attached June 2021 financial statements.

The Net Assets for the period ended June 30, 2021 include \$48,339 of restricted funds related to the Project Lead the Way (PLTW) grant, the New Schools for New Orleans (NSNO) grant for Coghill planning and NSNO IQI grants for instructional quality.





## **Contract for Services**

between

The Center for Resilience

and

Hynes Charter School Corporation

UNO Campus

This Contract ("Contract") dated August 15, 2021 is entered into by and between the Center for Resilience, a Louisiana non-profit, located at 1035 Calhoun Street, New Orleans, Louisiana and Hynes – UNO (**hereinafter "LEA"**).

### **I. MISSION**

The mission of the Center for Resilience ("CfR") is to improve the emotional well-being and academic readiness of children by delivering high-quality, interdisciplinary care, and collaborating with partners to develop new programs that meet the needs of our region's children and families. CfR is the only therapeutic day treatment program in Louisiana. Children receive educational, medical, and therapeutic services at our day program sites with the goal of building the skills to successfully transition back to the traditional school setting.

### **II. PURPOSE AND SCOPE**

The Center for Resilience will provide instruction and related services, therapeutic recreational activities, direct and indirect therapeutic support, medication management, transportation, and other services in accordance with students' Individualized Education Programs.

### **III. ROLES AND RESPONSIBILITIES**

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this Contract. The initial appointees of each organization are:

Center for Resilience

1035 Calhoun St.

New Orleans, LA 70118

Elizabeth Marcell Williams, Executive Director

[liz.marcell.williams@cfrla.org](mailto:liz.marcell.williams@cfrla.org)

(504) 723.2066

Hynes Charter School Corporation – UNO Campus  
 6101 Chatham Drive  
 New Orleans, LA 70122  
 Brandi Huling  
 Director of Special Education  
 Brandi.huling@hynesschool.com

The Center for Resilience agrees and commits to all of the following roles and responsibilities:

- Fulfill all responsibilities specific to each phase of the placement process, outlined below
- Engage in ongoing communication with home school/LEA as agreed upon entry during meeting
- Provide all services in accordance with students' Individualized Education Programs

LEA ("LEA") agrees and commits to all of the following roles and responsibilities:

- Fulfill all responsibilities specific to each phase of the placement process, outlined below
- Submit payment in a timely manner (see Fees and Payment, below)
- Retain full accountability for each student during placement at CfR, including but not limited to: testing accountability, state reporting requirements, and the Special Education Reporting System (SER)
- Note that at no time can the LEA refuse to allow the child to return to the school unless that child is moving on from the 8<sup>th</sup> grade to a high school placement

The table below outlines specific roles and responsibilities for each party at each phase of the placement process ("Services"):

	LEA Responsibilities	Center for Resilience Responsibilities
Referral Process (Approximately 2 Weeks)	<ul style="list-style-type: none"> <li>• Complete and submit referral packet</li> <li>• Respond to requests for additional information within two (2) working days</li> <li>• Secure parental consent for an on-site observation and psychosocial evaluation</li> <li>• Coordinate scheduling of observation and evaluation with School Partnerships Coordinator</li> </ul>	<ul style="list-style-type: none"> <li>• Review referral packet for completion</li> <li>• Notify referring LEA of receipt of completed packet or status of incomplete packet within one week of receipt</li> <li>• Review referral packet and communicate next steps to referring school within three business days of receipt of complete referral packet</li> <li>• Schedule and conduct observation and psychosocial and/or psychiatric evaluation at LEA or other mutually agreed-upon location to determine program fit</li> <li>• Review data and communicate placement determination</li> <li>• Note that if the program site is full at the time of referral, CfR will still conduct the observation and evaluation to make a placement determination. Admitted children will be placed on a wait list.</li> </ul>

Intake Process (1-2 weeks)	<ul style="list-style-type: none"> <li>• Provide CfR staff with any updated academic and/or behavioral progress monitoring data</li> <li>• Participate in Partnership Meeting between LEA and CfR staff to outline LEA-CfR relationship</li> <li>• Schedule and facilitate IEP meeting, to be held at CfR program site</li> <li>• Update IEP, in collaboration with CfR staff</li> <li>• Finalize IEP in SER</li> </ul>	<ul style="list-style-type: none"> <li>• Host and facilitate Orientation Meeting at CfR program site, with parent and child</li> <li>• Host and facilitate LEA Partnership Meeting</li> <li>• Host and participate in IEP meeting</li> </ul>
During Placement at the Center	<ul style="list-style-type: none"> <li>• Review weekly progress reports and related communication</li> <li>• Attend treatment plan meetings (recur approximately every 6-9 weeks)</li> <li>• Maintain IEP in SER               <ul style="list-style-type: none"> <li>◦ Ensure IEP is current</li> <li>◦ Make amendments to IEP as needed during placement</li> <li>◦ Submit IEP progress reports as needed</li> <li>◦ Record relevant data, such as seclusion/restraint</li> </ul> </li> <li>• Maintain attendance records</li> <li>• Assign grades and issue report cards</li> <li>• Receive state testing materials and collaborate with CfR to coordinate testing</li> <li>• Coordinate and execute triennial re-evaluation as needed</li> <li>• Attend quarterly Community Engagement events (optional)</li> <li>• Shall make all payments in a timely manner as outlined in this Contract.</li> </ul>	<ul style="list-style-type: none"> <li>• Send weekly progress reports that include: attendance, seclusion and restraint data, grades, unsolved problems, and behavioral level progress</li> <li>• Draft individualized treatment plan with instructional, behavioral, counseling, and medical (as appropriate) goals</li> <li>• Provide transportation</li> <li>• Provide all related services as outlined on child's IEP</li> <li>• Monitor progress on treatment plan and update accordingly</li> <li>• Regularly update all data tracking tools</li> <li>• Draft IEP progress reports using CfR template for reports</li> <li>• CfR shall continue all agreed upon and reasonable services during any extended school closure due to government mandate.</li> </ul>

During Transition Process (Individual Timelines)	<ul style="list-style-type: none"> <li>• Participate in Presentation Meeting and Placement Meeting prior to child's transition and commit to recommendations in transition plan for duration of transition and post-transition time period</li> <li>• Collaborate with Center staff to determine "best fit" services and placement</li> <li>• Accommodate flexible of student schedule as student returns to classroom</li> <li>• During transition, conduct regular progress monitoring to assess transition success</li> <li>• Participate in regularly scheduled meetings with Center staff and provide updates on student performance relative to transition plan goals, lagging skills, and behaviors</li> <li>• Maintain IEP in SER <ul style="list-style-type: none"> <li>◦ Ensure IEP is current</li> <li>◦ Make amendments to IEP as needed during placement</li> <li>◦ Submit IEP progress reports as needed</li> <li>◦ Record relevant data, such as seclusion/restraint</li> </ul> </li> <li>• Maintain other state reporting and testing duties</li> <li>• Coordinate and execute triennial evaluation, as needed</li> <li>• Follow crisis response protocol</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct summative assessments to quantify academic progress in reading and math</li> <li>• Synthesize overall academic and behavioral data</li> <li>• Host and facilitate Presentation Meeting to share data with LEA</li> <li>• Draft individualized transition plan with clear, measurable behavioral goals in collaboration with partner LEA</li> <li>• Share the transition plan during the Presentation Meeting</li> <li>• Collaborate with LEA staff to provide support for transition plan implementation</li> <li>• Monitor progress on transition plan and update accordingly</li> <li>• Draft IEP progress reports using the CfR template for reports</li> <li>• Coordinate with LEA and/or outside providers to ensure continuity of medication management</li> </ul>
Discharge Process	<ul style="list-style-type: none"> <li>• Alert Center for Resilience staff about any concerns that arise</li> </ul>	<ul style="list-style-type: none"> <li>• Draft and submit discharge summary</li> <li>• Respond to any LEA concerns within two days</li> <li>• Coordinate with outside providers, as needed, to ensure continuity of mental health care and/or medication management</li> </ul>

#### IV. TERMS OF UNDERSTANDING

##### a. Grant Requirements

In order to be able to avail itself of the services rendered by CfR outlined herein, LEA shall undertake the following:

1. LEA shall make application to the Louisiana Department of Education for High Cost Services Grant to offset the cost of this Contract. Regarding this contract requirement,
  - If a child was enrolled at CfR during the previous school year, the LEA shall apply for the High Cost Services Grant during Round One of the Grant Application Process.
  - If a child is enrolled at CfR beginning in this school year and has not yet met the threshold for the High Cost Services Grant, but is projected to do so by the

end of the current school year, the LEA shall apply for the High Cost Services Grant during Round Two of the Grant Application Process.

To ensure timely submission, LEA shall submit a copy of the application for High Cost Services Grant to CfR and the LEA's respective OPSB Director of School Performance at least five business days prior to the High Cost Services Grant application deadline, for Round One and/or Round Two.

Upon receipt of approval of the High Cost Services Grant allocation, LEA shall submit a copy of the High Cost Services approval form to CfR and their respective NOLA Public Schools Director of School Performance within five days of receipt.

**b. Fees and Payment**

The total annual cost, per child, for services at the Center for Resilience is over \$100,000, on average, with a cost projection of \$104,161.52 for Fiscal Year 2022.

The cost for an admission for assessment and the six (6) week assessment period (discussed below) is \$8,000.00, which shall be paid in two equal monthly installments of \$4,000.00. If the child is admitted after the six (6) week assessment period, the cost for long term placement, which shall be in addition to the costs of the six (6) week assessment period, shall be as follows; with prorated monthly charges beginning at the conclusion of the assessment period:

As compensation for the Services provided by the CfR, outlined above, LEA has two options for submitting payment to the CfR for each student enrolled in CfR. Those options are outlined below and LEA shall select its preferred option for each student as indicated on Appendix A:

Option 1: Up-front Payment (preferred option)

- \$60,000.00 per year, per student, paid in equal monthly installments while the program is in session (August – May; monthly payments of \$6,000.00 per month)
  - *There is no additional charge for Extended School Year Services if this payment option is selected*
    - Prorated daily rate of \$225.00 if child is enrolled for periods less than two weeks in any one given month.
      - Month of August will be billed the same as all other months, no matter a student's start date
    - Daily rate of \$225.00 for homebound services (academic, clinical, and/or medical) (*in lieu of, not in addition to, monthly fee*)
    - One-time fee of \$200.00 for psychiatric evaluation (if requested by LEA)

- Failure to submit payment on-time for two consecutive months defaults LEA and requires LEA to comply with payment Option 2
- LEA shall keep any High Cost Services grant funds received in excess of \$60,000.00

#### Option 2: Reimbursement

- \$4,000.00 per month, per student for every month, or portion therein that child is placed at CfR and school is in session (August – May) for a total of \$40,000 per school year.
  - Prorated daily rate of \$225.00 if child is enrolled for periods less than two weeks in any one given month.
    - Month of August will be billed the same as all other months, no matter a student's start date
  - Daily rate of \$225.00 for homebound services (academic, clinical, and/or medical) (*in lieu of, not in addition to, monthly fee*)
  - One-time fee of \$200.00 for psychiatric evaluation (if requested by LEA)
- \$4,000.00 for Extended School Year Services if the IEP team determines the student qualifies for services and the parent enrolls the child
- LEA shall transfer all funds it receives from the High Cost Services Grant, minus 50% of the difference between the cost of services (maximum \$44,000) and the total MFP (per pupil allocation + differentiated funding allocation) for the student(s) enrolled at CfR by June 30 of the current school year. (See Appendix B for a detailed explanation of this calculation.) Such amounts shall be prorated by the number of months pupil is enrolled in CfR.
- If Option 2 is chosen and LEA is not eligible for Round 1 of High Cost Services Grant, LEA is required to apply for Round 2 or revert to Option 1 and pay the difference for months already serviced. LEA shall provide proof of application upon request of CfR.
- If eligible, LEA must also apply for Orleans Parish Citywide Exceptional Needs Fund or revert to Option 1 and pay the difference for months already serviced. to address any fees owed to the CfR above the amounts allocated through the High Cost Services Grant awarded, but LEA's responsibility to pay such fees to CfR shall not be contingent on award of any additional funds from this source.
- LEA shall provide proof of application and award upon request of the Center. Invoices described below will reflect the Citywide Exceptional Needs Fund award and payment of full award amount per student.
- If the amount received from the High Cost Services Grant or Citywide Exceptional Needs Fund is small such that the calculation yields a negative value under the Option 2 calculation, the LEA is not responsible for any additional payment, nor is LEA entitled to a refund from CfR.

Regardless of payment option selected:

- Fees are payable monthly. Payments are due monthly within thirty (30) days of the invoice receipt at the designated LEA contact email address. Such invoice

shall include the unique identifier for each student in attendance in the previous month. If the School does not remit to Center for Resilience (CfR) the payments set forth herein within thirty (30) days of their due date, such unpaid amounts shall accrue interest at the rate of six percent (6%) per annum, compounded monthly, until such funds, together with any accrued interest, are remitted to CfR.

- If the School does not remit to CfR the full amount of such funds within twenty (20) days of their scheduled due date, the School shall be in default of this Agreement and shall have ten (10) days to cure such monetary default.
- If the School fails to cure such default, CfR shall have the right to terminate this agreement and cease providing service without any further monetary liability or penalty to the School, except such delinquent amounts due CfR which shall remain due and owing and subject to collection until such time as they are satisfactorily paid.
- If it is determined that a paraprofessional is necessary to service a student, the provision of a paraprofessional and associated costs will be mutually agreed upon in advance by the Parties hereto.

**c. Timeline and Applicability**

Unless otherwise terminated sooner pursuant to the terms of this Contract, the term of this Contract is effective from the date of the first child's enrollment through the end of the 2021-22 school year, including the Extended School Year program (June 6 – 30, 2022). For children who have not been discharged and are returning to CfR in the following school year, this Contract may be renewed at the option of CfR.

**d. Applicability**

This Contract covers all students receiving services at CfR and enrolled at LEA during the 2021-22 school year.

**e. Student Information and Privacy**

LEA and the Center hereby agree to the terms of Appendix "C" attached hereto.

*Information Sharing:* As noted above, the LEA retains full accountability and jurisdiction for any students placed at CfR, including all state reporting responsibilities. Thus it is essential that CfR staff regularly and accurately share information such as attendance and SER progress report information with children's LEAs. Weekly progress reports and treatment team meetings provide natural opportunities for this data sharing. Please note that personally identifiable information may be held within various internal data tracking software such as SchoolRunner and iReady.

CfR treats student and family data with the utmost respect for privacy and security. Pursuant to federal and state regulations governing the use of data and the communication of sensitive information, the following protocol shall be followed by all Center staff and LEA staff:

- A child's OneApp ID number and Louisiana Secure ID number will be used as unique identification numbers
- The unique identification numbers will be used when communicating about a child via email. The child's name, birth date, and other identifying information will not be used in any unsecured communications
- When sharing education records or other confidential information, including but not limited to referral forms, attendance and behavior records, and IEPs:
  - *Via email:* These documents will be password protected and will be sent as email attachments. The password to access the documents will be sent in a separate email. The body of the emails will include no identifying information about the child apart from the unique identification number.
  - *Via fax:* These documents will be sent with a cover sheet which includes the subject line, "Confidential child information: [unique identification number]." The Center and LEA staff agree that data will be kept in an area that has limited access to authorized personnel only
  - *Via mail:* The envelope will be sealed and will be address to a specific contact person. No identifying information about the child will appear on the outside of the envelope.

#### **f. HIPAA**

HIPAA is the Health Insurance Portability and Accountability Act. HIPAA protects the privacy and security of a patient's health information. Because CfR provides medical as well as instructional services, it is covered by HIPAA regulations and, as such, cannot and will not disclose information considered protected health information (PHI) with outside entities unless a release of information form has been signed. Examples of PHI include name, address, any date (birth date, admission date, discharge date), telephone number, social security number, and medical records.

#### **g. Exclusionary Criteria**

CfR takes every referral on a case-by-case basis, but typically does not serve children who cannot perform basic life and self-care skills (such as feeding and toileting) and who may not have the cognitive ability to engage in therapy or counseling sessions. In addition, typically, CfR does not serve children whose primary disability is autism.

In addition, children's parents must consent to and participate in an in-person psychiatric or psychosocial evaluation. CfR reserves the right to refuse admission to a child or terminate provisional placement if a parent is unable to meet these minimum criteria.

LEA acknowledges, CfR reserves the right to use its sole professional judgement regarding admissions decisions and may in this judgment deny any student who is unlikely to benefit from the services offered by the program.

#### **i. Admission for Assessment**



Initial placement at CfR is for an assessment period of six (6) weeks in order to assess the child's appropriateness for CfR, with the exact start and end dates mutually determined by LEA and CfR. At the end of the six (6) week assessment period, CfR will determine whether the child will be admitted for long-term placement at CfR. This determination will be shared at an IEP meeting, to be scheduled at the time of admission for assessment. During the assessment period, CfR will provide all services outlined on the child's IEP, including transportation and related services. At the end of the assessment period, if the CfR for determines that it is not an appropriate placement for the child, this Contract shall terminate effective as of the date of the IEP meeting (or a date to be mutually agreed by CfR and LEA during the IEP meeting) and placement responsibility shall return to LEA. Assessment option shall be indicated in Appendix A.

#### **h. Emergency Protocols**

In case of a behavioral, medical, or other unexpected emergency, CfR reserves the right to do the following:

- Call a crisis team or the Metropolitan Crisis and Response Team (MCART)
- Call the police and/or 911
- Call student's parents or legal guardians

During the LEA Partnership Meeting, held between the LEA and CfR staff, the team will determine when and how the home school would like to be notified of any emergency situations that may arise.

- 1) While CfR does not discriminate on the basis of sex in its education programs and activities and, accordingly, requires its staff, teachers, employees and students to abide by the requirements of Title IX of the Educational Amendments of 1972 and its implementing regulations - the LEA shall serve as the Primary Party responsible for investigating Title IX violations. CfR understands that Sexual harassment is a form of sex discrimination and is explicitly prohibited, whether such conduct occurs on or off campus during or after school hours during or directly related to school-sponsored activities, or at a time and/or place directly related to school functions or an employee's school-related duties. It is the intent of the Center and the LEA to maintain an environment free from sexual assault and sexual harassment of any kind; therefore, CfR shall immediately notify the LEA Title IX Coordinator immediately upon notice or knowledge of sexual harassment to or by a student. Furthermore, CfR will certify - on an annual basis during the Term of this Agreement - that all staff and employees of CfR have completed training on sexual harassment as defined by Title IX of the Educational Amendments of 1972.
- 2) Nothing in this section shall absolve any staff or employee(s) of CfR from performing Mandatory Reporting Obligations or training thereof.

#### **i. Termination**

The obligations contained in this Contract terminates for each child upon each child's complete return to their LEA. Complete return is determined when the child no longer receives any services on the site of CfR, is not occupying a "seat" that might otherwise be occupied by another child, and a discharge summary has been provided by CfR to the LEA.

Any changes to the child's placement, including termination of services, must be done through the IEP meeting process. Parents or guardians have the right to terminate special education services and withdraw the child from special education services at any time without an IEP meeting.

In rare circumstances, CfR may determine that a child's needs cannot be met at the program site and/or that the child would benefit from a more restrictive environment. In these cases, CfR reserves the right to return the child to their LEA and/or recommend an alternate placement. Such a decision will be executed through the IEP process and will not be done without prior communication with the LEA.

CfR reserves the right to terminate this Contract if LEA breaches any terms of this Contract, including but not limited to:

- Failure to meet obligations defined under the partnership agreement, including communication and participation at Treatment Team Meetings; and,
- Failure to submit payment in a timely manner.

If the LEA or the child's parent or family terminates placement in CfR but not in special education services, this must be done through the IEP process and with two week's notification to provide time to schedule the IEP meeting.

**j. Indemnification**

To the fullest extent permitted by law, each party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage caused by any negligent act or omission of such party under this agreement. The right of a Party (the "Indemnified" Party) to indemnification under this agreement shall be conditioned upon the following: prompt written notice to the Party obligated to provide indemnification (the "Indemnified" Party) of any claim, action or demand for which indemnity is claimed; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim with counsel of Indemnifying Party's choice and at its expense. The Indemnifying Party shall not, without prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle, compromise, or

consent to the entry of any judgement that imposes any liability upon the Indemnified Party.

**k. Jurisdiction, Venue and Governing Law**

Exclusive jurisdiction and venue for any and all suits between LEA and CfR arising out of, or related to, this Contract shall be in the Civil District Court for the 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 Contract.

**l. Multiple Counterparts**

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but collectively shall constitute one document.

**V. AUTHORIZATION**

By signing this Contract, the parties agree to the terms outlined above.

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Elizabeth Marcell Williams  
Chief Executive Officer  
Center for Resilience

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Date

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Michelle Douglas  
Chief Executive Officer  
Hynes Charter School Corporation

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Date

**APPENDIX A: STUDENTS INCLUDED IN THIS AGREEMENT**

(Check Option for Payment and/or 6-Week Assessment as Applicable)

Student ID	Payment Option (Check One Per Student)		
	Option 1	Option 2	6-Week Assessment (effective date)
			N/A

## APPENDIX B: CALCULATION EXPLANATION

Direct Link:

## **APPENDIX C: CONFIDENTIALITY**

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 contractors performing work on their behalf,

WHEREFORE, The Center for Resilience (hereinafter referred to as "CfR") and Hynes – UNO (hereinafter referred to as "LEA") do execute this appendix ("Appendix") subject to the terms and conditions specified herein.

### **1. Privacy Compliance**

This Appendix is entered into by CfR and LEA in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and RS 17:3914. CfR and LEA hereby acknowledges that all document or other material in which student information is contained or which is derived from a student's education records are deemed confidential pursuant to FERPA and RS 17:3914 and will not be disclosed by CfR and LEA to any third party.

### **2. Access to Information and Computer Systems/Information Storage, Retention, and Disposition Policies**

CfR and LEA shall each maintain the data, whether in hard copy or electronic form, in an area that has limited access and may only be accessed by authorized personnel. CfR and LEA shall not permit removal of the data from the limited access area. CfR and LEA will ensure that access to the data maintained on computer files or databases is controlled by password protection. CfR and LEA shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. CfR and LEA shall maintain all physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use.

### **3. Audits**

CfR shall permit LEA or its authorized representatives to carry out security or audit checks pertaining to security and usage of student data. CfR shall cooperate with LEA. LEA may request at any time an audit of student data that is in the possession of CfR. LEA or its authorized representative shall have access at all reasonable times on working days during working hours at business premises to employees, together with records, books and correspondence and other papers and documentation or media of every kind and employees pertaining to this Appendix that are necessary to carry out such security and audit checks. LEA 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.

#### **4. Security Breach**

As used in this Appendix, "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student information or the physical, technical, administrative or organizational safeguards put in place by CfR and LEA that relate to the protection of the security, confidentiality or integrity of student data, or receipt of a verifiable complaint in relation to the privacy practices of CfR and LEA or a breach of this Appendix relating to such privacy practices.

CfR and LEA shall take reasonable steps and best efforts, in accordance with industry standards and applicable laws, to prevent security breaches. CfR and LEA shall also take reasonable steps, in accordance with industry standards and applicable laws, to immediately remedy any security breach and prevent any further security breach, each at its own expense in accordance with standard practices and applicable law.

CfR shall provide LEA with the name and contact information for an employee who shall serve as the primary security contact and shall be available to assist as a contact in resolving issues and fulfilling obligations associated with a security breach, as well as the name and contact information of an employee to serve this role when the primary contact cannot be available; CfR shall immediately notify LEA in writing of a security breach after CfR becomes aware of it; and

Immediately following the notification of a security breach, CfR and LEA shall coordinate with each other to investigate the security breach. CfR and LEA agree to cooperate in handling of the matter, including: (i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected; (iii) facilitating interviews with employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise required and (v) providing any notices to persons or organizations affected by the security breach as required by law.

CfR and LEA shall ensure that all procedures implemented to address a Security Breach shall be in compliance with all applicable state and federal laws.

#### **5. Disposal of Information**

CfR agrees that at the termination of this Appendix and the MOU/Contract, it must return all data to LEA in a usable electronic form, and erase, destroy, and render unreadable all CfR data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 (thirty) days of the termination of this Appendix or the MOU/Contract or within 7 (seven) days at the request of LEA, whichever shall come first.

#### **6. Liaison Officials**

The LEA's liaison and CfR's liaison for the implementation of this Appendix and for receipt of all notices or other communications required or permitted under this Appendix is:

Center for Resilience  
1035 Calhoun St.  
New Orleans, LA 70118  
Elizabeth Marcell Williams, Chief Executive Officer  
liz.marcell.williams@cfrla.org  
(504) 723.2066

Hynes Charter School Corporation – UNO Campus  
6101 Chatham Drive  
New Orleans, LA 70122  
Brandi Huling  
Director of Special Education  
Brandi.huling@hynesschool.com

#### **7. Term of Appendix**

This Appendix shall begin August 16, 2021 and shall terminate on July 31, 2022. The effective date of this Appendix 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 other that an extension of this Appendix is deemed necessary, an amendment may be prepared by one party for appropriate action by the other party.

#### **8. Assignment of Contract**

Neither LEA nor CfR shall assign any interest in this Appendix by assignment, transfer, or novation, without prior written consent of the other.

#### **9. Jurisdiction, Venue and Governing Law**

Exclusive jurisdiction and venue for any and all suits between LEA and CfR arising out of, or related to, this Appendix shall be in the Civil District Court for the 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 Appendix.

#### **10. Survival**

The CfR's obligation under Clauses 1, 2, 3, 4, and 5 shall survive expiration and/or termination of this Appendix and the Contract.

THUS DONE AND SIGNED at New Orleans, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Appendix as of this August 13, 2020.



Elizabeth Marcell Williams  
CEO  
Center for Resilience

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Date

Michelle Douglas  
Chief Executive Officer  
Hynes Charter School Corporation

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Date



## **Contract for Services**

between

The Center for Resilience

and

Hynes Charter School Corporation

Parkview Campus

This Contract ("Contract") dated August 15, 2021 is entered into by and between the Center for Resilience, a Louisiana non-profit, located at 1035 Calhoun Street, New Orleans, Louisiana and Hynes – Parkview (**hereinafter "LEA"**).

### **I. MISSION**

The mission of the Center for Resilience ("CfR") is to improve the emotional well-being and academic readiness of children by delivering high-quality, interdisciplinary care, and collaborating with partners to develop new programs that meet the needs of our region's children and families. CfR is the only therapeutic day treatment program in Louisiana. Children receive educational, medical, and therapeutic services at our day program sites with the goal of building the skills to successfully transition back to the traditional school setting.

### **II. PURPOSE AND SCOPE**

The Center for Resilience will provide instruction and related services, therapeutic recreational activities, direct and indirect therapeutic support, medication management, transportation, and other services in accordance with students' Individualized Education Programs.

### **III. ROLES AND RESPONSIBILITIES**

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this Contract. The initial appointees of each organization are:

Center for Resilience

1035 Calhoun St.

New Orleans, LA 70118

Elizabeth Marcell Williams, Executive Director

[liz.marcell.williams@cfrla.org](mailto:liz.marcell.williams@cfrla.org)

(504) 723.2066

Hynes Charter School Corporation – Parkview Campus  
 4617 Mirabeau Avenue  
 New Orleans, LA 70126  
 Brandi Huling  
 Director of Special Education  
 Brandi.huling@hynesschool.com

The Center for Resilience agrees and commits to all of the following roles and responsibilities:

- Fulfill all responsibilities specific to each phase of the placement process, outlined below
- Engage in ongoing communication with home school/LEA as agreed upon entry during meeting
- Provide all services in accordance with students' Individualized Education Programs

LEA ("LEA") agrees and commits to all of the following roles and responsibilities:

- Fulfill all responsibilities specific to each phase of the placement process, outlined below
- Submit payment in a timely manner (see Fees and Payment, below)
- Retain full accountability for each student during placement at CfR, including but not limited to: testing accountability, state reporting requirements, and the Special Education Reporting System (SER)
- Note that at no time can the LEA refuse to allow the child to return to the school unless that child is moving on from the 8<sup>th</sup> grade to a high school placement

The table below outlines specific roles and responsibilities for each party at each phase of the placement process ("Services"):

	LEA Responsibilities	Center for Resilience Responsibilities
Referral Process (Approximately 2 Weeks)	<ul style="list-style-type: none"> <li>• Complete and submit referral packet</li> <li>• Respond to requests for additional information within two (2) working days</li> <li>• Secure parental consent for an on-site observation and psychosocial evaluation</li> <li>• Coordinate scheduling of observation and evaluation with School Partnerships Coordinator</li> </ul>	<ul style="list-style-type: none"> <li>• Review referral packet for completion</li> <li>• Notify referring LEA of receipt of completed packet or status of incomplete packet within one week of receipt</li> <li>• Review referral packet and communicate next steps to referring school within three business days of receipt of complete referral packet</li> <li>• Schedule and conduct observation and psychosocial and/or psychiatric evaluation at LEA or other mutually agreed-upon location to determine program fit</li> <li>• Review data and communicate placement determination</li> <li>• Note that if the program site is full at the time of referral, CfR will still conduct the observation and evaluation to make a placement determination. Admitted children will be placed on a wait list.</li> </ul>

Intake Process (1-2 weeks)	<ul style="list-style-type: none"> <li>• Provide CfR staff with any updated academic and/or behavioral progress monitoring data</li> <li>• Participate in Partnership Meeting between LEA and CfR staff to outline LEA-CfR relationship</li> <li>• Schedule and facilitate IEP meeting, to be held at CfR program site</li> <li>• Update IEP, in collaboration with CfR staff</li> <li>• Finalize IEP in SER</li> </ul>	<ul style="list-style-type: none"> <li>• Host and facilitate Orientation Meeting at CfR program site, with parent and child</li> <li>• Host and facilitate LEA Partnership Meeting</li> <li>• Host and participate in IEP meeting</li> </ul>
During Placement at the Center	<ul style="list-style-type: none"> <li>• Review weekly progress reports and related communication</li> <li>• Attend treatment plan meetings (recur approximately every 6-9 weeks)</li> <li>• Maintain IEP in SER               <ul style="list-style-type: none"> <li>◦ Ensure IEP is current</li> <li>◦ Make amendments to IEP as needed during placement</li> <li>◦ Submit IEP progress reports as needed</li> <li>◦ Record relevant data, such as seclusion/restraint</li> </ul> </li> <li>• Maintain attendance records</li> <li>• Assign grades and issue report cards</li> <li>• Receive state testing materials and collaborate with CfR to coordinate testing</li> <li>• Coordinate and execute triennial re-evaluation as needed</li> <li>• Attend quarterly Community Engagement events (optional)</li> <li>• Shall make all payments in a timely manner as outlined in this Contract.</li> </ul>	<ul style="list-style-type: none"> <li>• Send weekly progress reports that include: attendance, seclusion and restraint data, grades, unsolved problems, and behavioral level progress</li> <li>• Draft individualized treatment plan with instructional, behavioral, counseling, and medical (as appropriate) goals</li> <li>• Provide transportation</li> <li>• Provide all related services as outlined on child's IEP</li> <li>• Monitor progress on treatment plan and update accordingly</li> <li>• Regularly update all data tracking tools</li> <li>• Draft IEP progress reports using CfR template for reports</li> <li>• CfR shall continue all agreed upon and reasonable services during any extended school closure due to government mandate.</li> </ul>

During Transition Process (Individual Timelines)	<ul style="list-style-type: none"> <li>• Participate in Presentation Meeting and Placement Meeting prior to child's transition and commit to recommendations in transition plan for duration of transition and post-transition time period</li> <li>• Collaborate with Center staff to determine "best fit" services and placement</li> <li>• Accommodate flexible of student schedule as student returns to classroom</li> <li>• During transition, conduct regular progress monitoring to assess transition success</li> <li>• Participate in regularly scheduled meetings with Center staff and provide updates on student performance relative to transition plan goals, lagging skills, and behaviors</li> <li>• Maintain IEP in SER <ul style="list-style-type: none"> <li>○ Ensure IEP is current</li> <li>○ Make amendments to IEP as needed during placement</li> <li>○ Submit IEP progress reports as needed</li> <li>○ Record relevant data, such as seclusion/restraint</li> </ul> </li> <li>• Maintain other state reporting and testing duties</li> <li>• Coordinate and execute triennial evaluation, as needed</li> <li>• Follow crisis response protocol</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct summative assessments to quantify academic progress in reading and math</li> <li>• Synthesize overall academic and behavioral data</li> <li>• Host and facilitate Presentation Meeting to share data with LEA</li> <li>• Draft individualized transition plan with clear, measurable behavioral goals in collaboration with partner LEA</li> <li>• Share the transition plan during the Presentation Meeting</li> <li>• Collaborate with LEA staff to provide support for transition plan implementation</li> <li>• Monitor progress on transition plan and update accordingly</li> <li>• Draft IEP progress reports using the CfR template for reports</li> <li>• Coordinate with LEA and/or outside providers to ensure continuity of medication management</li> </ul>
Discharge Process	<ul style="list-style-type: none"> <li>• Alert Center for Resilience staff about any concerns that arise</li> </ul>	<ul style="list-style-type: none"> <li>• Draft and submit discharge summary</li> <li>• Respond to any LEA concerns within two days</li> <li>• Coordinate with outside providers, as needed, to ensure continuity of mental health care and/or medication management</li> </ul>

#### IV. TERMS OF UNDERSTANDING

##### a. Grant Requirements

In order to be able to avail itself of the services rendered by CfR outlined herein, LEA shall undertake the following:

1. LEA shall make application to the Louisiana Department of Education for High Cost Services Grant to offset the cost of this Contract. Regarding this contract requirement,
  - If a child was enrolled at CfR during the previous school year, the LEA shall apply for the High Cost Services Grant during Round One of the Grant Application Process.
  - If a child is enrolled at CfR beginning in this school year and has not yet met the threshold for the High Cost Services Grant, but is projected to do so by the

end of the current school year, the LEA shall apply for the High Cost Services Grant during Round Two of the Grant Application Process.

To ensure timely submission, LEA shall submit a copy of the application for High Cost Services Grant to CfR and the LEA's respective OPSB Director of School Performance at least five business days prior to the High Cost Services Grant application deadline, for Round One and/or Round Two.

Upon receipt of approval of the High Cost Services Grant allocation, LEA shall submit a copy of the High Cost Services approval form to CfR and their respective NOLA Public Schools Director of School Performance within five days of receipt.

**b. Fees and Payment**

The total annual cost, per child, for services at the Center for Resilience is over \$100,000, on average, with a cost projection of \$104,161.52 for Fiscal Year 2022.

The cost for an admission for assessment and the six (6) week assessment period (discussed below) is \$8,000.00, which shall be paid in two equal monthly installments of \$4,000.00. If the child is admitted after the six (6) week assessment period, the cost for long term placement, which shall be in addition to the costs of the six (6) week assessment period, shall be as follows; with prorated monthly charges beginning at the conclusion of the assessment period:

As compensation for the Services provided by the CfR, outlined above, LEA has two options for submitting payment to the CfR for each student enrolled in CfR. Those options are outlined below and LEA shall select its preferred option for each student as indicated on Appendix A:

Option 1: Up-front Payment (preferred option)

- \$60,000.00 per year, per student, paid in equal monthly installments while the program is in session (August – May; monthly payments of \$6,000.00 per month)
  - *There is no additional charge for Extended School Year Services if this payment option is selected*
    - Prorated daily rate of \$225.00 if child is enrolled for periods less than two weeks in any one given month.
      - Month of August will be billed the same as all other months, no matter a student's start date
    - Daily rate of \$225.00 for homebound services (academic, clinical, and/or medical) (*in lieu of, not in addition to, monthly fee*)
    - One-time fee of \$200.00 for psychiatric evaluation (if requested by LEA)

- Failure to submit payment on-time for two consecutive months defaults LEA and requires LEA to comply with payment Option 2
- LEA shall keep any High Cost Services grant funds received in excess of \$60,000.00

#### Option 2: Reimbursement

- \$4,000.00 per month, per student for every month, or portion therein that child is placed at CfR and school is in session (August – May) for a total of \$40,000 per school year.
  - Prorated daily rate of \$225.00 if child is enrolled for periods less than two weeks in any one given month.
    - Month of August will be billed the same as all other months, no matter a student's start date
  - Daily rate of \$225.00 for homebound services (academic, clinical, and/or medical) (*in lieu of, not in addition to, monthly fee*)
  - One-time fee of \$200.00 for psychiatric evaluation (if requested by LEA)
- \$4,000.00 for Extended School Year Services if the IEP team determines the student qualifies for services and the parent enrolls the child
- LEA shall transfer all funds it receives from the High Cost Services Grant, minus 50% of the difference between the cost of services (maximum \$44,000) and the total MFP (per pupil allocation + differentiated funding allocation) for the student(s) enrolled at CfR by June 30 of the current school year. (See Appendix B for a detailed explanation of this calculation.) Such amounts shall be prorated by the number of months pupil is enrolled in CfR.
- If Option 2 is chosen and LEA is not eligible for Round 1 of High Cost Services Grant, LEA is required to apply for Round 2 or revert to Option 1 and pay the difference for months already serviced. LEA shall provide proof of application upon request of CfR.
- If eligible, LEA must also apply for Orleans Parish Citywide Exceptional Needs Fund or revert to Option 1 and pay the difference for months already serviced. to address any fees owed to the CfR above the amounts allocated through the High Cost Services Grant awarded, but LEA's responsibility to pay such fees to CfR shall not be contingent on award of any additional funds from this source.
- LEA shall provide proof of application and award upon request of the Center. Invoices described below will reflect the Citywide Exceptional Needs Fund award and payment of full award amount per student.
- If the amount received from the High Cost Services Grant or Citywide Exceptional Needs Fund is small such that the calculation yields a negative value under the Option 2 calculation, the LEA is not responsible for any additional payment, nor is LEA entitled to a refund from CfR.

Regardless of payment option selected:

- Fees are payable monthly. Payments are due monthly within thirty (30) days of the invoice receipt at the designated LEA contact email address. Such invoice

shall include the unique identifier for each student in attendance in the previous month. If the School does not remit to Center for Resilience (CfR) the payments set forth herein within thirty (30) days of their due date, such unpaid amounts shall accrue interest at the rate of six percent (6%) per annum, compounded monthly, until such funds, together with any accrued interest, are remitted to CfR.

- If the School does not remit to CfR the full amount of such funds within twenty (20) days of their scheduled due date, the School shall be in default of this Agreement and shall have ten (10) days to cure such monetary default.
- If the School fails to cure such default, CfR shall have the right to terminate this agreement and cease providing service without any further monetary liability or penalty to the School, except such delinquent amounts due CfR which shall remain due and owing and subject to collection until such time as they are satisfactorily paid.
- If it is determined that a paraprofessional is necessary to service a student, the provision of a paraprofessional and associated costs will be mutually agreed upon in advance by the Parties hereto.

**c. Timeline and Applicability**

Unless otherwise terminated sooner pursuant to the terms of this Contract, the term of this Contract is effective from the date of the first child's enrollment through the end of the 2021-22 school year, including the Extended School Year program (June 6 – 30, 2022). For children who have not been discharged and are returning to CfR in the following school year, this Contract may be renewed at the option of CfR.

**d. Applicability**

This Contract covers all students receiving services at CfR and enrolled at LEA during the 2021-22 school year.

**e. Student Information and Privacy**

LEA and the Center hereby agree to the terms of Appendix "C" attached hereto.

*Information Sharing:* As noted above, the LEA retains full accountability and jurisdiction for any students placed at CfR, including all state reporting responsibilities. Thus it is essential that CfR staff regularly and accurately share information such as attendance and SER progress report information with children's LEAs. Weekly progress reports and treatment team meetings provide natural opportunities for this data sharing. Please note that personally identifiable information may be held within various internal data tracking software such as SchoolRunner and iReady.

CfR treats student and family data with the utmost respect for privacy and security. Pursuant to federal and state regulations governing the use of data and the communication of sensitive information, the following protocol shall be followed by all Center staff and LEA staff:



- A child's OneApp ID number and Louisiana Secure ID number will be used as unique identification numbers
- The unique identification numbers will be used when communicating about a child via email. The child's name, birth date, and other identifying information will not be used in any unsecured communications
- When sharing education records or other confidential information, including but not limited to referral forms, attendance and behavior records, and IEPs:
  - *Via email:* These documents will be password protected and will be sent as email attachments. The password to access the documents will be sent in a separate email. The body of the emails will include no identifying information about the child apart from the unique identification number.
  - *Via fax:* These documents will be sent with a cover sheet which includes the subject line, "Confidential child information: [unique identification number]." The Center and LEA staff agree that data will be kept in an area that has limited access to authorized personnel only
  - *Via mail:* The envelope will be sealed and will be address to a specific contact person. No identifying information about the child will appear on the outside of the envelope.

#### **f. HIPAA**

HIPAA is the Health Insurance Portability and Accountability Act. HIPAA protects the privacy and security of a patient's health information. Because CfR provides medical as well as instructional services, it is covered by HIPAA regulations and, as such, cannot and will not disclose information considered protected health information (PHI) with outside entities unless a release of information form has been signed. Examples of PHI include name, address, any date (birth date, admission date, discharge date), telephone number, social security number, and medical records.

#### **g. Exclusionary Criteria**

CfR takes every referral on a case-by-case basis, but typically does not serve children who cannot perform basic life and self-care skills (such as feeding and toileting) and who may not have the cognitive ability to engage in therapy or counseling sessions. In addition, typically, CfR does not serve children whose primary disability is autism.

In addition, children's parents must consent to and participate in an in-person psychiatric or psychosocial evaluation. CfR reserves the right to refuse admission to a child or terminate provisional placement if a parent is unable to meet these minimum criteria.

LEA acknowledges, CfR reserves the right to use its sole professional judgement regarding admissions decisions and may in this judgment deny any student who is unlikely to benefit from the services offered by the program.

#### **i. Admission for Assessment**

Initial placement at CfR is for an assessment period of six (6) weeks in order to assess the child's appropriateness for CfR, with the exact start and end dates mutually determined by LEA and CfR. At the end of the six (6) week assessment period, CfR will determine whether the child will be admitted for long-term placement at CfR. This determination will be shared at an IEP meeting, to be scheduled at the time of admission for assessment. During the assessment period, CfR will provide all services outlined on the child's IEP, including transportation and related services. At the end of the assessment period, if the CfR determines that it is not an appropriate placement for the child, this Contract shall terminate effective as of the date of the IEP meeting (or a date to be mutually agreed by CfR and LEA during the IEP meeting) and placement responsibility shall return to LEA. Assessment option shall be indicated in Appendix A.

#### **h. Emergency Protocols**

In case of a behavioral, medical, or other unexpected emergency, CfR reserves the right to do the following:

- Call a crisis team or the Metropolitan Crisis and Response Team (MCART)
- Call the police and/or 911
- Call student's parents or legal guardians

During the LEA Partnership Meeting, held between the LEA and CfR staff, the team will determine when and how the home school would like to be notified of any emergency situations that may arise.

- 1) While CfR does not discriminate on the basis of sex in its education programs and activities and, accordingly, requires its staff, teachers, employees and students to abide by the requirements of Title IX of the Educational Amendments of 1972 and its implementing regulations - the LEA shall serve as the Primary Party responsible for investigating Title IX violations. CfR understands that Sexual harassment is a form of sex discrimination and is explicitly prohibited, whether such conduct occurs on or off campus during or after school hours during or directly related to school-sponsored activities, or at a time and/or place directly related to school functions or an employee's school-related duties. It is the intent of the Center and the LEA to maintain an environment free from sexual assault and sexual harassment of any kind; therefore, CfR shall immediately notify the LEA Title IX Coordinator immediately upon notice or knowledge of sexual harassment to or by a student. Furthermore, CfR will certify - on an annual basis during the Term of this Agreement - that all staff and employees of CfR have completed training on sexual harassment as defined by Title IX of the Educational Amendments of 1972.
- 2) Nothing in this section shall absolve any staff or employee(s) of CfR from performing Mandatory Reporting Obligations or training thereof.

#### **i. Termination**

The obligations contained in this Contract terminates for each child upon each child's complete return to their LEA. Complete return is determined when the child no longer receives any services on the site of CfR, is not occupying a "seat" that might otherwise be occupied by another child, and a discharge summary has been provided by CfR to the LEA.

Any changes to the child's placement, including termination of services, must be done through the IEP meeting process. Parents or guardians have the right to terminate special education services and withdraw the child from special education services at any time without an IEP meeting.

In rare circumstances, CfR may determine that a child's needs cannot be met at the program site and/or that the child would benefit from a more restrictive environment. In these cases, CfR reserves the right to return the child to their LEA and/or recommend an alternate placement. Such a decision will be executed through the IEP process and will not be done without prior communication with the LEA.

CfR reserves the right to terminate this Contract if LEA breaches any terms of this Contract, including but not limited to:

- Failure to meet obligations defined under the partnership agreement, including communication and participation at Treatment Team Meetings; and,
- Failure to submit payment in a timely manner.

If the LEA or the child's parent or family terminates placement in CfR but not in special education services, this must be done through the IEP process and with two week's notification to provide time to schedule the IEP meeting.

**j. Indemnification**

To the fullest extent permitted by law, each party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage caused by any negligent act or omission of such party under this agreement. The right of a Party (the "Indemnified" Party) to indemnification under this agreement shall be conditioned upon the following: prompt written notice to the Party obligated to provide indemnification (the "Indemnified" Party) of any claim, action or demand for which indemnity is claimed; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim with counsel of Indemnifying Party's choice and at its expense. The Indemnifying Party shall not, without prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle, compromise, or

consent to the entry of any judgement that imposes any liability upon the Indemnified Party.

**k. Jurisdiction, Venue and Governing Law**

Exclusive jurisdiction and venue for any and all suits between LEA and CfR arising out of, or related to, this Contract shall be in the Civil District Court for the 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 Contract.

**l. Multiple Counterparts**

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but collectively shall constitute one document.

**V. AUTHORIZATION**

By signing this Contract, the parties agree to the terms outlined above.

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Elizabeth Marcell Williams  
Chief Executive Officer  
Center for Resilience

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Date

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Michelle Douglas  
Chief Executive Officer  
Hynes Charter School Corporation

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Date

**APPENDIX A: STUDENTS INCLUDED IN THIS AGREEMENT**

(Check Option for Payment and/or 6-Week Assessment as Applicable)

Student ID	Payment Option (Check One Per Student)		
	Option 1	Option 2	6-Week Assessment (effective date)
			N/A
			N/A
			N/A

## APPENDIX B: CALCULATION EXPLANATION

Direct Link:

[Appendix B: Calculation Explanation](#)

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## **APPENDIX C: CONFIDENTIALITY**

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 contractors performing work on their behalf,

WHEREFORE, The Center for Resilience (hereinafter referred to as "CfR") and Hynes – Parkview (hereinafter referred to as "LEA") do execute this appendix ("Appendix") subject to the terms and conditions specified herein.

### **1. Privacy Compliance**

This Appendix is entered into by CfR and LEA in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and RS 17:3914. CfR and LEA hereby acknowledges that all document or other material in which student information is contained or which is derived from a student's education records are deemed confidential pursuant to FERPA and RS 17:3914 and will not be disclosed by CfR and LEA to any third party.

### **2. Access to Information and Computer Systems/Information Storage, Retention, and Disposition Policies**

CfR and LEA shall each maintain the data, whether in hard copy or electronic form, in an area that has limited access and may only be accessed by authorized personnel. CfR and LEA shall not permit removal of the data from the limited access area. CfR and LEA will ensure that access to the data maintained on computer files or databases is controlled by password protection. CfR and LEA shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. CfR and LEA shall maintain all physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use.

### **3. Audits**

CfR shall permit LEA or its authorized representatives to carry out security or audit checks pertaining to security and usage of student data. CfR shall cooperate with LEA. LEA may request at any time an audit of student data that is in the possession of CfR. LEA or its authorized representative shall have access at all reasonable times on working days during working hours at business premises to employees, together with records, books and correspondence and other papers and documentation or media of every kind and employees pertaining to this Appendix that are necessary to carry out such security and audit checks. LEA 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.

#### **4. Security Breach**

As used in this Appendix, "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student information or the physical, technical, administrative or organizational safeguards put in place by CfR and LEA that relate to the protection of the security, confidentiality or integrity of student data, or receipt of a verifiable complaint in relation to the privacy practices of CfR and LEA or a breach of this Appendix relating to such privacy practices.

CfR and LEA shall take reasonable steps and best efforts, in accordance with industry standards and applicable laws, to prevent security breaches. CfR and LEA shall also take reasonable steps, in accordance with industry standards and applicable laws, to immediately remedy any security breach and prevent any further security breach, each at its own expense in accordance with standard practices and applicable law.

CfR shall provide LEA with the name and contact information for an employee who shall serve as the primary security contact and shall be available to assist as a contact in resolving issues and fulfilling obligations associated with a security breach, as well as the name and contact information of an employee to serve this role when the primary contact cannot be available; CfR shall immediately notify LEA in writing of a security breach after CfR becomes aware of it; and

Immediately following the notification of a security breach, CfR and LEA shall coordinate with each other to investigate the security breach. CfR and LEA agree to cooperate in handling of the matter, including: (i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected; (iii) facilitating interviews with employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise required and (v) providing any notices to persons or organizations affected by the security breach as required by law.

CfR and LEA shall ensure that all procedures implemented to address a Security Breach shall be in compliance with all applicable state and federal laws.

#### **5. Disposal of Information**

CfR agrees that at the termination of this Appendix and the MOU/Contract, it must return all data to LEA in a usable electronic form, and erase, destroy, and render unreadable all CfR data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 (thirty) days of the termination of this Appendix or the MOU/Contract or within 7 (seven) days at the request of LEA, whichever shall come first.

#### **6. Liaison Officials**



The LEA's liaison and CfR's liaison for the implementation of this Appendix and for receipt of all notices or other communications required or permitted under this Appendix is:

Center for Resilience  
1035 Calhoun St.  
New Orleans, LA 70118  
Elizabeth Marcell Williams, Chief Executive Officer  
liz.marcell.williams@cfrla.org  
(504) 723.2066

Hynes Charter School Corporation – Parkview Campus  
4617 Mirabeau Avenue  
New Orleans, LA 70126  
Brandi Huling  
Director of Special Education  
Brandi.huling@hynesschool.com

#### **7. Term of Appendix**

This Appendix shall begin August 16, 2021 and shall terminate on July 31, 2022. The effective date of this Appendix 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 other that an extension of this Appendix is deemed necessary, an amendment may be prepared by one party for appropriate action by the other party.

#### **8. Assignment of Contract**

Neither LEA nor CfR shall assign any interest in this Appendix by assignment, transfer, or novation, without prior written consent of the other.

#### **9. Jurisdiction, Venue and Governing Law**

Exclusive jurisdiction and venue for any and all suits between LEA and CfR arising out of, or related to, this Appendix shall be in the Civil District Court for the 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 Appendix.

#### **10. Survival**

The CfR's obligation under Clauses 1, 2, 3, 4, and 5 shall survive expiration and/or termination of this Appendix and the Contract.

THUS DONE AND SIGNED at New Orleans, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Appendix as of this August 13, 2020.

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Elizabeth Marcell Williams CEO Center for Resilience	Date
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Michelle Douglas Chief Executive Officer Hynes Charter School Corporation	Date
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