



F.A.M.E., Inc.

FAME Board Meeting

Date and Time

Saturday October 5, 2019 at 10:00 AM CDT

Location

428 Broadway Street New Orleans, LA 70118

Agenda

I. Opening Items

Opening Items

- A. Call the Meeting to Order
- B. Record Attendance and Guests
- C. Approve Minutes

Approve minutes for FAME Board Meeting on August 24, 2019

II. Finance Committee

Finance Committee

- A. Approval of Contract (Center for Resilience)

Approve the recommendation of the Administration to enter into a contract with The Center for Resilience to provide specialized Special Education services in the amount of \$4000 per month for

a total of up to \$40,000 plus any proceeds from a successful application to the High Cost Services Fund.

III. Other Business

A. Policy for Youth Experiencing Homelessness

The Administration recommends that the board approve the policy for youth experiencing homelessness initially presented during the August FAME Board meeting.

IV. CEO's Report

A. Student Petition

Representatives from the 8th grade class would like to present the results of two petitions which request that the Board and Administration consider the following requests:

- 1.) increase the number of tickets available to students at graduation from 4 to 10
- 2.) host a formal dance for 8th grade students at the end of the year

B. Academic Updates

C. Operations Report

D. Development Report

E. Parent Reports

V. Closing Items

A. Announcements

-The next meeting of the FAME Board will be held on Saturday, October 26, 2019 beginning at 10am in the Cafeteria of the Broadway campus.

-Election of FAME Board officers will take place at the October 26, 2019 meeting.

B. Adjourn Meeting

Coversheet

Approve Minutes

Section:	I. Opening Items
Item:	C. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for FAME Board Meeting on August 24, 2019



F.A.M.E., Inc.

Minutes

FAME Board Meeting

Date and Time

Saturday August 24, 2019 at 10:00 AM

Location

428 Broadway Street New Orleans, LA 70118

Directors Present

C. Tregre, D. Bardell, D. Held, D. Omojola, J. Jalice, M. Russell, R. Kirschman, T. Lasher

Directors Absent

B. Connick, C. Lebas, L. Moran, R. Fernandez

Directors who arrived after the meeting opened

M. Russell

Directors who left before the meeting adjourned

T. Lasher

Ex Officio Members Present

L. Brown

Non Voting Members Present

L. Brown

Guests Present

A. Collopy, A. Dupre, Cheri Gardner, D. LaViscount, Darleen Mipro, J. Anderson, Jennifer Harrison, Joy Mitchell, Kya McLaurin, L. Spearman, L. Vermeulen, Liz Dunnebacke, M. Forcier, Nick Walker

I. Opening Items

A. Call the Meeting to Order

J. Jalice called a meeting of the board of directors of F.A.M.E., Inc. to order on Saturday Aug 24, 2019 at 10:15 AM.

J. Jalice made a motion to add the following item to the agenda under Section III as item C:

The FAME Board will vote to authorize the CEO, Ms. Latoye A. Brown, to enter into an emergency transportation contract with Hammond Transportation.

The motion was 2nd by R. Kirschman and unanimously approved by the board.

When the item came up on the agenda, the motion was amended as follows by R. Kirschman:

The FAME Board will authorize the CEO, Ms. Latoye A. Brown, to enter into an emergency transportation contract with Hammond Transportation for a cost not to exceed the current budget for transportation during the 2019-2020 school year.

The motion was 2nd by C. Tregre and unanimously approved by the board.

B. Record Attendance and Guests

C. Approve Minutes

R. Kirschman made a motion to approve minutes from the FAME Board Meeting on 05-18-19 FAME Board Meeting on 05-18-19.

D. Bardell seconded the motion.

The board **VOTED** unanimously to approve the motion.

D. Approve Minutes (Emergency Meeting)

R. Kirschman made a motion to approve minutes from the Emergency Board Meeting on 06-18-19 Emergency Board Meeting on 06-18-19.

C. Tregre seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

R. Kirschman Aye

D. Held Aye

Roll Call

L. Moran Absent
M. Russell Aye
D. Omojola Aye
J. Jalice Aye
C. Tregre Aye
R. Fernandez Absent
C. Lebas Absent
D. Bardell Aye
B. Connick Absent
T. Lasher Abstain
M. Russell arrived.

II. Finance Committee

A. Update on Gentilly Terrace Leasehold Mortgage with Hancock Whitney Bank

B. Approval of Contract (Young Audiences-Arts Education @ Audubon Gentilly)

C. Tregre made a motion to approve a contract with Young Audiences to provide Arts Education classes to the Gentilly campus for the 2019-2020 school year in the amount of \$87,457.

D. Held seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. Louisiana Teacher Pay Raises

C. Tregre made a motion to approve the Louisiana Teacher Pay Raises for appropriate staff as outlined on the salary schedules submitted by the Administration.

D. Bardell seconded the motion.

The board **VOTED** unanimously to approve the motion.

III. Other Business

A. Policy for Students Experiencing Homelessness

The Administration will put the policy out for comment and will bring any revisions to the board for final adoption in September 2019.

B. Business Continuity Plan

R. Kirschman made a motion to approve the Business Continuity Plan which was presented to the board during the Board Retreat in June 2019.

C. Tregre seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. Tregre requests that the board commits to revisiting the plan at least once annually to make any needed changes, additions or revisions.

IV. Closing Items

A. Announcements

The September 21, 2019 FAME Board meeting will be rescheduled due to the unavailability of several board members and the CEO. The board will decide on a new date and publish it as soon as possible.

T. Lasher left.

B. Adjourn Meeting

C. Tregre made a motion to adjourn the meeting.

D. Held seconded the motion.

The board **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:48 AM.

Respectfully Submitted,

L. Brown

Coversheet

Approval of Contract (Center for Resilience)

Section:	II. Finance Committee
Item:	A. Approval of Contract (Center for Resilience)
Purpose:	Vote
Submitted by:	
Related Material:	Audubon.Gentilly.19.20 - Agreement.pdf



Contract for Services

between
The Center for Resilience
and
Audubon Gentilly

This Contract ("Contract") dated August 15, 2019 establishes a partnership between the Center for Resilience, a Louisiana non-profit, located at 1035 Calhoun Street, New Orleans, Louisiana and Audubon Gentilly (**hereinafter "LEA"**).

I. MISSION

The mission of the Center for Resilience ("the Center") is to provide clinically sound, academically effective, and culturally sustaining services to ensure the emotional well-being and academic readiness of children with behavioral health disabilities in the Greater New Orleans region. The Center 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
(504) 723.2066

Audubon Gentilly
4720 Painters Street

New Orleans, LA 70122
 David LaViscount
 Principal
 david_laviscourt@auduboncharter.com
 (504) 309-9434

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 the Center, 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 8th 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"> • Complete and submit referral packet • Respond to requests for additional information within two (2) working days • Secure parental consent for an on-site observation and psychosocial evaluation • Coordinate scheduling of observation and evaluation with School Partnerships Coordinator 	<ul style="list-style-type: none"> • Review referral packet for completion • Notify referring LEA of receipt of completed packet or status of incomplete packet within one week of receipt • Review referral packet and communicate next steps to referring school within three business days of receipt of complete referral packet • Schedule and conduct observation and psychosocial and/or psychiatric evaluation at LEA or other mutually agreed-upon location to determine program fit • Review data and communicate placement determination • Note that if the program site is full at the time of referral, the Center will still conduct the observation and evaluation to make a placement determination. Admitted children will be placed on a wait list.

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

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

IV. TERMS OF UNDERSTANDING

a. Grant Requirements

In order to be able to avail itself of the services rendered by the Center 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 the Center 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 the Center 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 Center 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 the Center and their respective OPSB Director of School Performance within five days of receipt.

LEA shall apply to the Orleans Parish School Board Citywide Exceptional Needs Fund to address any fees owed to the Center above the amounts allocated through the High Cost Services Grant awarded, but LEA's responsibility to pay such fees to Center shall not be contingent on award of any additional funds from this source.

b. Fees and Payment

The total annual cost, per child, for services at the Center for Resilience is \$98,508.14, on average.

As compensation for the Services provided by the Center, outlined above, LEA has two options for submitting payment to the Center for each student enrolled in the Center. 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*
- 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 the Center 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)
 - 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 the Center 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 the Center.

Regardless of payment option selected:

- The Center shall submit invoices to LEA by the fifth (5th) day of each month for the monthly charge for the previous month. Such invoice shall include the unique identifier for each student in attendance in the previous month. LEA shall issue payment to the Center in full within thirty (30) days of receipt of Center's invoice.
- Invoices over 30 days past due will be charged a late payment fee of five (5%) percent of the unpaid invoice amount.
- 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

The term of this Contract is effective from the date of the first child's enrollment through the end of the 2019-20 school year, including the Extended School Year program (June 8 – July 2, 2020). For children who have not been discharged and are returning to the Center in the following school year, this Contract may be renewed at the option of the Center.

d. Applicability

This Contract covers all students receiving services at the Center and enrolled at LEA during the 2019-20 school year.

e. Student Information and Privacy

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

Information Sharing: As noted above, the LEA retains full accountability and jurisdiction for any students placed at the Center, including all state reporting responsibilities. Thus it is essential that Center 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.

The Center 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 the Center 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

The Center 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, the Center does not serve children whose primary disability is autism.

In order to provide appropriate treatment, children's parents must, at minimum, consent to and participate in an in-person psychiatric or psychosocial evaluation. The Center 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, the Center 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.

h. Emergency Protocols

In case of a behavioral, medical, or other unexpected emergency, the Center 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 Center staff, the team will determine when and how the home school would like to be notified of any emergency situations that may arise.

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 the Center and a discharge summary has been provided by the Center 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, the Center 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, the Center 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.

The Center 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 the Center 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 Center 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.

Elizabeth Marcell Williams
Chief Executive Officer
Center for Resilience

Date

Latoye A. Brown
CEO
Audubon Schools

Date

APPENDIX A: STUDENTS INCLUDED IN THIS AGREEMENT

Student ID	Option for Payment: Opt 1	Opt 2

APPENDIX B: 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 the "CENTER") and Audubon Gentilly (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 CENTER 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. CENTER 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 CENTER and LEA to any third party.

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

CENTER 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. CENTER and LEA shall not permit removal of the data from the limited access area. CENTER and LEA will ensure that access to the data maintained on computer files or databases is controlled by password protection. CENTER and LEA shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. CENTER 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

CENTER shall permit LEA or its authorized representatives to carry out security or audit checks pertaining to security and usage of student data. CENTER shall cooperate with LEA. LEA may request at any time an audit of student data that is in the possession of CENTER. 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 CENTER 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 CENTER and LEA or a breach of this Appendix relating to such privacy practices.

CENTER and LEA shall take reasonable steps and best efforts, in accordance with industry standards and applicable laws, to prevent security breaches. CENTER 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.

CENTER 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; CENTER shall immediately notify LEA in writing of a security breach after CENTER becomes aware of it; and

Immediately following the notification of a security breach, CENTER and LEA shall coordinate with each other to investigate the security breach. CENTER 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.

CENTER 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

CENTER 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 CENTER 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 CENTER'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

Audubon Gentilly
4720 Painters Street
New Orleans, LA 70122
David LaViscount
Principal
david_laviscourt@auduboncharter.com
(504) 309-9434

7. Term of Appendix

This Appendix shall begin August 15, 2019 shall terminate on July 31, 2020. 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 CENTER 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 CENTER 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 CENTER'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 15, 2019.

Elizabeth Marcell Williams CEO Center for Resilience	Date
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Latoye A. Brown CEO Audubon Schools	Date
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APPENDIX C: [CALCULATION EXPLANATION](#)

Coversheet

Policy for Youth Experiencing Homelessness

Section:	III. Other Business
Item:	A. Policy for Youth Experiencing Homelessness
Purpose:	Vote
Submitted by:	
Related Material:	Youth Experiencing Homelessness.pdf



Policy for Students Experiencing Homelessness

The McKinney-Vento Homeless Assistance Act, “Education for Homeless Children and Youths,” was incorporated into The Every Student Succeeds Act of 2015 (ESSA) under Title IX, Part A. The Act requires LEAs to immediately enroll homeless students, and to take an active role in contacting students’ prior schools for school records and immunization information.

DEFINITION

The Louisiana Department of Education (LDOE) and Audubon Schools has adopted the definition of homelessness developed under the Education for Homeless Children and Youth Program within Section 725(2) of the McKinney-Vento Act.

The McKinney-Vento Act defines “homeless children and youths” as individuals who lack a fixed, regular, and adequate nighttime residence. The term includes children and youths who:

- share the housing of other persons due to loss of housing, economic hardship, or a similar reason (sometimes referred to as “doubled-up”);
- live in motels, hotels, trailer parks, or camping grounds due to lack of alternative adequate accommodations;
- live in emergency or transitional shelters;
- abandoned in hospitals;
- have a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- live in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- are migratory children who qualify as homeless because they are living in circumstances described above.

IDENTIFICATION

Forms that ensure all homeless students are being identified and tracked appropriately should be included as part of the school’s electronic enrollment packet or provided by the school’s Homeless Liaison. The revised forms include:

- Louisiana Residency Questionnaire – identifies homeless students
- McKinney-Vento Referral Form – assesses the needs of homeless students

SERVICES

The primary goal of the Audubon Schools Policy for Students Experiencing Homelessness (McKinney-Vento Program) is to ensure homeless/transitional students stay in school by removing barriers to attendance.

This is done by the following:

- Providing school supplies/backpacks (as needed)
- Providing school appropriate clothing
- Payment of school fee



- Payment of excess costs relating to student transportation
- Providing tutoring/supplemental instruction (as needed)
- Documentation (birth certificates, immunization records, etc.)
- Referral to community resources for student and their families

CONTACT INFORMATION

Every state is required to have a coordinator for the education of homeless children and youth, and every school district is required to have a liaison for homeless students. These individuals will assist you with the implementation of the McKinney-Vento Act.

To find out who your state coordinator is, visit the National Center for Homeless Education at SERVE (NCHE) website at www.serve.org/nche.

For further information on the McKinney-Vento Act and resources for implementation, call the NCHE HelpLine at 800-308-2145 or e-mail homeless@serve.org.

Audubon Charter School (Uptown) Homeless Liaison

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Audubon Charter Gentilly Homeless Liaison

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Coversheet

Parent Reports

Section:	IV. CEO's Report
Item:	E. Parent Reports
Purpose:	FYI
Submitted by:	
Related Material:	FAME BOARD REPORT October 5, 2019.pdf



FRIENDS OF AUDUBON October 5, 2019

- I. Thank you to administration for your help with our room parent breakfast and also with fete.
- II. Thank you to admin for help with forum for the District 2 BESE candidates during our first general PTO meeting on September 11, 2019. And thank you to Javier for attending.
- III. Upcoming Fall Fete- would love to see board members there. Will send sign up link in case they would like to volunteer.