### Please Type

Contractor full name: Foundation for the Arts and Trauma Inc

Doing Business As, if applicable:

Business Address: 19 Edwards Street, New Haven, CT 06511

Business Phone: 203-624-2146

Business email: ptsdcenter1@sbcglobal.net

Funding Source & Acct # including location code: <u>ESSER Funds: 25536398 0012</u> 56694

Principal or Supervisor: <u>Dr. Nicholas Perrone</u>

Agreement Effective Dates: From <u>03/15/2022</u>. To <u>06/30/2022</u>.

Hourly rate or per session rate or per day rate. \$112.75/hour

\$451/day per counselor

\$5412 per week for the duration of the year

Total amount: Not to exceed \$65,000.00

Description of Service: Please provide a <u>one or two sentence description</u> of the service. *Please do not write "see attached."* 

The Miss Kendra Program will bring in trained drama/trauma counselors to help provide a school-wide approach to addressing trauma, decreasing stress, and encouraging healthy mental health habits.

Submitted by: <u>Dr. Nicholas Perrone</u> Phone: <u>203.507.6689</u>



## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee

From: Dr. Nicholas Perrone Date: January 27, 2022

Re: Miss Kendra Program partnership at Edgewood School

**Executive Summary/ Statement:** (Please provide 1-2 sentences describing the Service – do not leave blank):

Preventive trauma-informed program for all students in  $1^{\rm st}-7^{\rm th}$  grades to improve socioemotional and coping skills, de-escalation, and improved academic readiness and more positive attitudes.

Amount of Agreement <u>and</u> the <u>Daily, Hourly or per Session Cost</u>: \$112.75/hr, \$451/day per counselor, \$5412 per week, not to exceed \$65,000 total

Funding Source & Account #: ARP ESSER Program: 25536398 0012 56694

**Key Questions:** (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?
  - This social and emotional learning intervention aligns most closely to the NHPS District's overarching goal of Developing the Whole Child. It also encompasses both the Culture/Climate domain as well as the Youth/Family Engagement priority areas on the Continuous Improvement Plan. Priority areas addressed through this programming include: Social and Emotional Growth, Equity and Excellence, Student Engagement and Supporting At-Risk Youth. This program allows us to increase the accessibility of SEL resources through weekly whole class and individual instruction across grades 1-7. Students receive targeted instruction to help them identify feelings and set goals for effectively managing a variety of different emotions within the school setting.
- 2. What specific need will this contractor address?

Upon our return from the CoVID shutdown period, some student behavior required interventions beyond the scope of what our one full-time social worker was able to provide due to her current caseload. Our school theme embraces the celebration of arts, and the Miss Kendra program allows drama-based therapists to utilize their arts background to create engaging activities within the classroom. Students need to reconnect with one another, and reestablish prosocial skills. Supportive, meaningful SEL instruction within the classroom creates safe and collaborative spaces for students to discuss feelings and emotions.

- 3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? <u>Please describe the selection process</u> including other sources considered and the rationale for selecting this method of selection:
  - Sole Source: Miss Kendra Program has partnered with New Haven Public Schools in the past; they are the only organization that provides this type of service and includes all necessary training and professional development for their counselors.
- 4. If this is a continuation service, when was the last time the alternatives were sought?
- 5. What specific skill set does this contractor bring to the project?

  Longstanding expertise in trauma-informed educational practices in Tier 1 models of intervention, based in New Haven, with over ten years of service to the New Haven Public Schools.
- 6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please <u>attach a copy of their resume</u>):
  The Miss Kendra program will provide three part-time counselors to support Edgewood throughout the school year. Their names are: Nicole Ventura, Vanessa Arthur, and Briana. The Program Director, Dr. David Johnson and Educational Coordinator Erinn Webb also provide ongoing supports.
- 7. Is this a new or continuation service? NEW
- 8. If this is a continuation service has cost increased? N/A
  - a) If yes, by how much?
  - b) What would an alternative contractor cost?
  - c) Is this a service existing staff could provide? Why or why not?
- 9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? Measurement will be by teacher evaluations and project-based evaluations, and school-wide disciplinary data.
- 10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review) N/A
- 11. If the service is a professional development program, can the training be provided internally, by district staff?

- a) If not, why not?
- b) How will the output of this Agreement contribute to building internal capabilities?
- 12. Why do you believe this Agreement is <u>fiscally sound</u>?

This agreement uses funds to provide additional staffing on a part-time basis. This is a shortage area, and full-time certified social workers are difficult to secure and would require the provision of benefits. This agreement is fiscally sound, and provides immense benefit to our school and student population.

13. What are the implications of not approving this Agreement?

We will not be equipped to adequately support the social and emotional learning needs of our student body without this service, which not only impacts students, but may also affect the amount of talented classroom teachers that we are able to retain for the upcoming school year.



# AGREEMENT By And Between The New Haven Board of Education AND

#### Miss Kendra Program

#### FOR DEPARTMENT/PROGRAM:

#### **Edgewood Creative Thinking Through STEAM Magnet School**

This Agreement entered into on the 15th day of February 2022, effective on the 1st day of March, 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, Foundation for the Arts and Trauma Inc. located at, 19 Edwards St, New Haven, CT 06511 (herein referred to as the "Contractor".

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required in the amount of \$65,000 total for three counselors at \$112.75/hour; \$451/day; \$5412/week for the duration of the year not to exceed \$65,000.

The maximum amount the contractor shall be paid under this agreement: \$65,000. Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by ARP <u>ESSER</u> **Program** of the New Haven Board of Education, **Account Number**: <u>2553-6398 0012 56694</u> **Location Code**: 0012.

This agreement shall remain in effect from 3/1/22 to 6/30/22.

**SCOPE OF SERVICE:** Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).

 Provide individual and classroom-based trauma-informed counseling and education to students focused on child safety, to include de-escalation, improved coping skills, improved socioemotional learning, improve academic readiness, and positive attitudes toward learning and the school community.

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education **prior to service start date**. Contactors <u>may begin service no sooner than the day after Board of Education</u> approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Court		1	L
Contractor	Signatu	ire	١

President

New Haven Board of Education

Date

Date

David R Johnson PhD, Chief Executive Officer

Contractor Printed Name & Title

Revised: 12/3/19



#### **EXHIBIT B**

# STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student- generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat.§10-234aa.

- 1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
- 2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
- 3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
- 4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

- 5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
- 6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

- 7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
- 8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18