



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING

Monday, March 16, 2020

4:30 p.m.

Gateway Center – 2nd Floor Board Room

Chair: Mr. Matthew Wilcox

ACTION ITEMS

A. Abstracts

1. To approve the Abstract, Open Choice, in the amount of \$518,220.00 for July 1, 2019 to June 30, 2020.
Funding Source: CT State Department of Education
Presenter: Ms. Michele Bonanno
(Pages #1-7)

B. Agreements

1. To approve an Agreement by and between the New Haven Board of Education and Clifford Beers, to provide Mental Health Clinicians at the Dr. Mayo School, Fair Haven, Lincoln Bassett, Truman, Martinez and Jepson schools, from March 10, 2020 to June 30, 2020 in an amount not to exceed \$15,000.00.
Funding Source: Head Start Program
Acct. # 2532-5278-56694-0443
Presenter: Ms. Elizabeth Gaffney
(Pages #8-26)
2. To approve Amendment #1 to Agreement #95408327 with Elicia Lupoli, to change funding accounts by reducing salary of \$55,202.00 by \$15,202.00 to \$40,098.00 from Medicaid Reimbursement Program, Account # 2534-5408-56694 and to fund \$15,202.00 from the Seal CT! Program, Acct. # 2512-6239-56694.
Funding Source: Medicaid Reimbursement Program
Acct. # 2534-5408-56694 (\$40,098.00)
Seal CT! Program
Acct. # 2512-6239-56694 (\$15,202.00)
Presenter: Ms. Sue Peters
(Pages #27-33)
3. To approve Amendment #1 to an Agreement with Berchem, Moses & Devlin, PC, to increase funding of \$80,000.00 by \$40,000.00 to \$120,000.00 to cover the increased costs associated with legal services for Special Education students and three outstanding litigation matters.
Funding Source: 2019-2020 Operating Budget
Acct. # 190-47700-56696
Presenter: Mr. Michael Pinto
(Pages #34-43)

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: Open Choice

Grant Source and Agency: Connecticut State Department of Education

Total Amount Requested: \$518,220

Due Date of Application:
March 2019

System Contact: Michele Bonanno

Telephone #: 475-220-1391

Description of Project: Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.


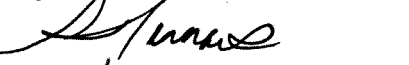
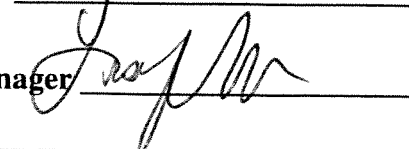
The CT State Department of Education's Open Choice program, which is managed by ACES, is a program designed to reduce racial, ethnic, and economic isolation and to increase academic achievement. The program offers students in surrounding towns the opportunity to attend NHPS non-Interdistrict magnet schools.

GRANT PERIOD:	
From: 07/01/2019	
To: 06/30/2020	
<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation	
Previous Bd. of Ed. Approval:	
<input type="checkbox"/> Planning <input checked="" type="checkbox"/> Operational	
Bd. of Ed. Information	
<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information <input type="checkbox"/> Support <input type="checkbox"/> Competitive <input checked="" type="checkbox"/> Entitlement <input type="checkbox"/> Grant	

PROPOSAL DEVELOPERS:
Michele Bonanno

TARGET: Schools/Unit: Bishop Woods, Brennan-Rogers, Celentano, Roberto Clemente, Conte-West Hills, Elm City Montessori, Quinnipiac, Barack H. Obama, James Hillhouse, Wilbur Cross
No. of Students: 179 **Grade Level(s):** PK-12
Eligibility Criteria: ACES Open Choice Lottery

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1

ABSTRACT TIMETABLE	REVIEW
Return to: _____	<div style="text-align: center;"> Grants Manager  _____ </div> <div style="text-align: center;"> Finance Manager  _____ </div> <div style="text-align: center;"> Human Resource Manager  _____ </div>
Received: _____	
Board of Education FINANCE & OPERATIONS Meeting Date <u>3/2/20</u>	
Board of Education Meeting Date: <u>3/9/20</u>	
Due Date to Grantor: _____	

Proposed Project Title: Open Choice Program

Total Amount Requested: \$518,220

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION II: FISCAL INFORMATION

PERSONNEL

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Management	\$
		Paraprofessionals	\$
		Clerks	\$
		Others	\$
		Stipend	\$
		Longevity	
		SUBTOTAL	\$

NON-PERSONNEL

	COST
Supplies & Materials	\$
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$
Equipment	\$
Other	\$518,220
Indirect Costs, if allowed	\$
TOTAL NON-PERSONNEL	\$518,220

FIXED COSTS:

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$
Workmen's Compensation	\$
SUBTOTAL	\$
TOTAL PERSONNEL & FIXED COSTS	\$

Notes:

- 1) Total Personnel and Non Personnel columns must equal grant total.
- 2) The Abstract budget must be aligned with the Grant Application budget/ED114.
- 3) All applications should budget for staff development (stipends) and evaluation wherever appropriate.

SECTION IIA: BUDGET EXPLANATION

The following categories must be explained:

All Personnel: explain positions; **Salary:** if the grant pays a percent of salary and fixed costs, please describe below, breaking down percentages and **amounts to be paid by grant and by NHPS.** **Other;** and **All Non- Personnel items.** If additional space is needed, continue to next page.

The CT State Department of Education awards \$3,000 per student enrolled via the Open Choice Program. The total number of students enrolled for SY 19-20 is 165 for a total of \$495,000 with an additional \$23,220 for schools with students enrollment of 10 or greater (see attached worksheet for student count by school).

Proposed Project Title: Open Choice Program

Total Amount Requested: \$518,220

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION III: SYSTEM OBLIGATIONS

Project support from other programs: None Yes Explain:

Linkage with other programs: None Yes Explain:

Local Fiscal costs, (include renovation): None Yes Explain:

Future local personnel obligations: None Yes Explain:

PROJECT OR GRANT REQUIREMENTS

- | | | |
|---|---|---|
| <input type="checkbox"/> Local Maintenance | <input type="checkbox"/> Replication | <input type="checkbox"/> Parent Involvement |
| <input type="checkbox"/> In-Service Training | <input type="checkbox"/> Advisory Committee | <input type="checkbox"/> Linkage w/other Programs |
| <input type="checkbox"/> Non-Public School Involved | | <input type="checkbox"/> Dissemination |

ADDITIONAL RESTRICTIONS OR CONCERNS

SUBMITTING ADMINISTRATOR: *Melle Brown* *2/4/20*
Signature Date

Proposed Project Title: Open Choice Program

Total Amount Requested: \$518,220

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION IV: PROPOSED PERSONNEL

List, individually, each position proposed by this grant application. **If no personnel**, please indicate N/A in the chart below.

N/A

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
N/A							

V. PROPOSED CONTRACTS

List individually, each contract that will be prepared by this proposed project. If contractors will not be utilized, please indicate N/A in the chart below.

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
N/A			

VI. ADDITIONAL INFORMATION:
Please Answer All Questions -- Use Additional Pages if Necessary

1. **Please state specific goals for this grant or the grant period.**

The goal of the Open Choice Program is to encourage out-of-district students to attend New Haven schools that are not Interdistrict Magnet schools. This aligns perfectly to our district goals related to "School Choice" giving parents another option for their child's education while expanding the racial, ethnic and economic diversity of the receiving schools' total enrollment.

- a. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:**

The families who choose to have their children in one of the Open Choice schools are given the opportunity to succeed in a rigorous academic environment designed to meet high State and National standard.

2. **How does this grant address School Reform goals?**

The goals of Open Choice are to reduce racial, ethnic and economic isolation and to increase academic achievement. This goal aligns with the District's goal of providing high quality education for All students.

3. **Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that is specific and relevant: (Include resume of person(s) providing service for contracts \$10,000 and over)**

The Open Choice program is important as it supports the district's continuing commitment to raise academic standards and close the achievement gap between groups of students. Ultimately, preparing students to live and work in a diverse community and compete in a global economy.

REQUIRED:

A COPY OF THE GRANT APPLICATION MUST BE ATTACHED TO THE ABSTRACT.

NEW HAVEN PUBLIC SCHOOLS
SY 19-20
Open Choice Student Enrollment Count

School	Total	Grant Amount \$3,000 pp	*Additional Entitlement \$180	Grand Total
Bishop Woods	4	\$ 12,000	\$ -	\$ 12,000
Brennan-Rogers	22	\$ 66,000	\$ 3,960	\$ 69,960
Celentano	19	\$ 57,000	\$ 3,420	\$ 60,420
Clemente	3	\$ 9,000	\$ -	\$ 9,000
Conte-West Hills	52	\$ 156,000	\$ 9,360	\$ 165,360
East Rock	9	\$ 27,000	\$ -	\$ 27,000
Elm City Montessori	19	\$ 57,000	\$ 3,420	\$ 60,420
Hillhouse	2	\$ 6,000	\$ -	\$ 6,000
JS Martinez	4	\$ 12,000	\$ -	\$ 12,000
Quinnipiac K-5	9	\$ 27,000	\$ -	\$ 27,000
Barack H. Obama	5	\$ 15,000	\$ -	\$ 15,000
Wilbur Cross	17	\$ 51,000	\$ 3,060	\$ 54,060
Totals	165	\$ 495,000	\$ 23,220	\$ 518,220
As of 10/1/2019				

*Additional Entitlement: CSDE awarded additional funds to Districts for schools with OC student enrollment of 10 or greater. NHPS received additional funds for 79 students enrolled at Brennan, Celentano, Conte-West Hills, Elm City Montessori and Wilbur Cross. Additional per pupil = \$180



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Elizabeth Gaffney, Director of Head Start
Date: 2/14/2020
Re: Clifford Beers Mental Health Contract

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

This contract fulfills the required Head Start Performance Standard 1302.45:

Head Start Performance Standard 1302.45 states:

(a) *Wellness promotion.* To support a program-wide culture that promotes children's mental health, social and emotional well-being, and overall health, a program must:

(1) Provide supports for effective classroom management and positive learning environments; supportive teacher practices; and, strategies for supporting children with challenging behaviors and other social, emotional, and mental health concerns;

(2) Secure mental health consultation services on a schedule of sufficient and consistent frequency to ensure a mental health consultant is available to partner with staff and families in a timely and effective manner;

(3) Obtain parental consent for mental health consultation services at enrollment; and,

(4) Build community partnerships to facilitate access to additional mental health resources and services, as needed.

(b) *Mental health consultants.* A program must ensure mental health consultants assist:

(1) The program to implement strategies to identify and support children with mental health and social and emotional concerns;

(2) Teachers, including family child care providers, to improve classroom management and teacher practices through strategies that include using classroom observations and consultations to address teacher and individual child needs and creating physical and cultural environments that promote positive mental health and social and emotional functioning ;

(3) Other staff, including home visitors, to meet children's mental health and social and emotional needs through strategies that include observation and consultation;

(4) Staff to address prevalent child mental health concerns, including internalizing problems such as appearing withdrawn and externalizing problems such as challenging behaviors; and,

(5) In helping both parents and staff to understand mental health and access mental health interventions, if needed.

(6) In the implementation of the policies to limit suspension and prohibit expulsion as described in [§1302.17](#).

Amount of Agreement and the Daily, Hourly or per Session Cost: \$15,000 at \$100 per hour

Funding Source & Account #: Head Start Federal Grant 2532527856694 Location 0443

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?

The emotional and behavioral need of preschoolers is best met through coordinated services that focus on the full environment of relationships, including parents, extended family members, providers of early care and education and/or mental health professionals. Better coordination of resources invested in mental health services for young children would provide a more stable and efficient vehicle for assuring access to effective prevention and treatment programs.

2. What specific need will this contractor address?

Clifford Beers will be delivering direct interventions to students in need of mental health support through a push in and/or pull out model. Clinicians will also support classroom staff in dealing with disrupting behavioral issues, provide procedures and guidelines for teachers/paraprofessionals to effectively address serious emotional issues in children, support the practice of trauma informed interventions in the school as well as participate in faculty meetings to support staff working with the children and the families. Clinicians will assess children and refer them to the appropriate level of care and support in the community as needed. Clinicians will also meet and engage with families to provide support and connect to appropriate community-based services.

3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:

Competitive quote was obtained from KV Training and Consultation. A competitive quote was sought from Yale Child Study Center but they are unable to assist us at this time. (Please see attached letter.) Cornell Scott, Wheeler Clinic and Children's Center of Hamden were also contacted for quotes but declined.

4. If this is a continuation service, when was the last time the alternatives were sought?

No

5. What specific skill set does this contractor bring to the project?

Clifford Beers is a recognized expert in trauma informed care and trauma training in the schools. The agency has a documented history of demonstrated outcomes for their interventions and their trainings. They have supported multiple schools in adopting trauma informed care by both embedding staff as well as training teachers and paraprofessionals to adopt trauma informed interventions to support children in need. For the past several years, Clifford Beers has been contracted by New Haven School Readiness to provide trauma informed consultations and interventions in multiple daycare centers across the New Haven and Greater New Haven area. Clifford Beers has trained and continue to be called upon to train school personnel throughout the state in how to recognize trauma symptoms and respond in a manner that restores relationships and

supports both students and staff. Their training program is designed to build capacity in school personnel to work with students and families impacted by adversities and chronic stress. The program includes trainings on self-care and resilience building in order to decrease burnout or compassion fatigue in staff.

6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume):

Clifford Beers has been working in the Greater New Haven area for several years supporting our students and families. Clifford Beers also services the New Haven Readiness Preschool classrooms. The use of this group will further the alignment of our preschool programs in the NHPS district, ensuring all our students are receiving an equitable preschool experience.

7. Is this a new or continuation service?

This is a new contract. Previous contracts for similar services were with Integrated Wellness Group.

8. If this is a continuation service has cost increased?

a) If yes, by how much? N/A

b) What would an alternative contractor cost?

c) Is this a service existing staff could provide? Why or why not? No, the Clifford Beers staff are trained mental health professionals.

Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? Contractor's performance will be evaluated using multiple measures; through number of children and families triaged, staff evaluations upon completions of trainings, log of hours and services rendered, and parental/family feedback.

9. 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

10. If the service is a professional development program, can the training be provided internally, by district staff?

Clifford Beers will be delivering professional development through this contract.

a) If not, why not? Head Start staff are not trained mental health professionals.

The Head Start grant requires the use of a mental health contract as a component of the grant. We currently do not have the staff with the expertise in early childhood mental health.

b) How will the output of this Agreement contribute to building internal capabilities?

The contract also contains a coaching of Head Start staff so that they may take the strategies learned in professional development and employ in their daily student interactions. This allows for the eventual exit of clinicians in a supportive role in the classroom.

11. Why do you believe this Agreement is fiscally sound?

This agreement is fiscally sound as three competitive quotes were sought, two were obtained and Yale Child Study provided a letter about their difficulties in providing service at this time.

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

This agreement needs to be approved in order for the Head Start program to become compliant in the area of Mental Health and to ensure continuation of this grant.

.....



NEW HAVEN PUBLIC SCHOOLS

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

Clifford Beers

FOR DEPARTMENT/PROGRAM:

NHPS Head Start Program

This Agreement entered into on the 14th day of February 2020, effective (*start date no sooner than the day after Board of Education Approval*), on the 10th day of March 2020 by and between the New Haven Board of Education (herein referred to as the “Board” and, Clifford Beers located at, 5 Science Park, New Haven CT (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$100.00 per hour for a total of 150 hours.

The maximum amount the contractor shall be paid under this agreement: \$15,000. 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 Head Start **Program** of the New Haven Board of Education, **Account Number:** 2532 5278 56694 **Location Code:** 0443

This agreement shall remain in effect from March 10, 2020 to June 30, 2020.

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).*

Please do not leave this section blank

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Clifford Beers Clinic proposes to provide services for the New Haven Head Start Public Schools Head Start Program located for the remainder of the Academic Year 2019-2020. The proposal covers services to be delivered for a period of 5 months, starting on April 14, 2020, through June 30, 2020.

Clifford Beers will provide a Mental Health Clinician to service the Head Start classrooms at the Dr. Mayo School, Fair Haven School, Lincoln-Bassett, Truman School, J. Martinez School and Jepson School for 14 hours a week and will be able to provide the following services:

Services:

a. Consultation and Coaching provided by the onsite Clinician include:

- a. Discuss specific, classroom –disrupting behavioral issues that teachers/paraprofessionals are facing and provide feedback and alternative solutions.
- b. Discuss more general procedures and guidelines for how to effectively address serious emotional issues in children
- c. Support the practice of trauma informed interventions in the school
- d. Participate in staff meetings to support teachers and para-professionals working with the students and families

b. Push Ins and Pull Outs

- a. Embed in or “push in” specific classrooms to provide direct support to teachers, in the form of consultation/coaching and
- b. Provide direct interventions to students in need of support
- c. Students may be intermittently “pulled out” from classrooms for stress reduction and calming activities.

c. Training

- a. Clifford Beers's staff has the capacity to deliver trainings on the topic of developmental trauma and social emotional learning to address specific needs identified by the school Principal.
 - i. Trainings offered can be: Trauma 101 and 102; Trauma Informed De-Escalation; Creating Trauma Informed Space; Strength Based Language; Working with Traumatized Families; Other topics as identified by the school principal

d. Groups

- a. As needed, the onsite clinician could provide group activities such as mindfulness, therapeutic play, and others as needed to children in the classroom.

e. Assessment, Referrals and Family Support

- a. As needed, the clinician will assess children and refer them to the appropriate level of care and support in the community
- b. As needed, the clinician will meet and engage with families to provide support and connect to appropriate community-based services.

Data Collection

Clifford Beers will collect and report on the following data:

1. Number of consultation Coaching provided
2. Hours worked
3. Number of trainings provided
4. Number of children and families triaged [assessed and referred for external services]
5. Outcome data on any group intervention delivered.

The intent of this proposal is to promote a collaboration between Clifford Beers and Head Start New Haven and build capacity with Head Start to offer trauma informed practices within their sites.

The proposal covers 3.5 months of services with the intent of continuing services the following year under a new agreement.

For more info

Exhibit B: Student Data and Privacy Agreement: Attached

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


Contractor Signature

President
New Haven Board of Education


Date

Date


Contractor Printed Name & Title

Revised: 12/3/19



MOVING FORWARD

January 10, 2020

Clifford Beers Proposal for Collaboration with the New Haven Board of Education Early Head Start New Haven

Cost: \$ 15,000

Services: 14 hours a week of onsite support by a Master Level Clinician

Or

Cost: \$ 25,000

Services: 24 hours a week of onsite support by a Master Level Clinician

Clifford Beers Clinic proposes to provide services to New Haven Public Schools Head Start located in sites throughout New Haven, CT for the remainder of the Academic Year 2019-2020. The proposal covers services to be delivered for a period of 5 months, starting on February 10, 2020, through June 30, 2020.

Clifford Beers will provide a Mental Health Clinician [clinician] to be embedded on site at the Center for 14 hours a week and will be able to provide the following services:

Services:

- a. Consultation and Coaching provided by the onsite Clinician include:
 - a. Discuss specific, classroom –disrupting behavioral issues that teachers/para professionals are facing and provide feedback and alternative solutions.
 - b. Discuss more general procedure and guidelines for how to effectively address serious emotional issues in children
 - c. Support the practice of trauma informed interventions in the school
 - d. Participate in staff meetings to support teachers and para professional working with the students and families

- b. Push Ins and Pull Outs
 - a. Embed in or “push in” specific classrooms to provide direct support to teachers, in the form of consultation/coaching and
 - b. Provide direct interventions to students in need of support
 - c. Students may be intermittently “pulled out” from classrooms for stress reduction and calming activities.

c. Training

- a. Clifford Beers staff has the capacity to deliver trainings on the topic of developmental trauma and social emotional learning to address specific needs identified by the school Principal.
 - i. Trainings offered can be: Trauma 101 and 102; Trauma Informed De-Escalation; Creating Trauma Informed Space; Strength Based Language; Working with Traumatized Families; Other topics as identified by the school principal

d. Groups

- a. As needed, the onsite clinician could provide group activities such as mindfulness, therapeutic play, and others as needed to children in the classroom.

e. Assessment, Referrals and Family Support

- a. As needed, the clinician will assess children and refer them to the appropriate level of care and support in the community
- b. As needed, the clinician will meet and engage with families to provide support and connect to appropriate community-based services.

Data Collection

Clifford Beers will collect and report on the following data:

1. Number of consultation Coaching Provided
2. Hours worked
3. Number of trainings provided
4. Number of children and families triaged [assessed and referred for external services]
5. Outcome data on any group intervention delivered.

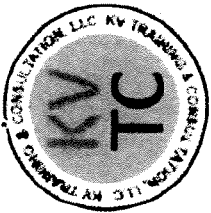
The intent of this proposal is to promote a collaboration between Clifford Beers and Head Start New Haven and build more capacity within Head Start to offer trauma informed practices within their sites.

The proposal covers 5 months of services with the intent of continuing services the following year under a new agreement.

For more information please contact:

Ilaria Filippi, LMFT Director of Trauma Informed Schools at 203.778.8648, Ext 2271

Or via email at ifilippi@cliffordbeers.org



New Haven Head Start & KV Training and Consultation, LLC

Mental Health Consultant Proposal

Kyisha Velazquez, LPC

February 14, 2020

My Commitment to NHHS

- To provide high-quality services to students, staff, and families
- To provide effective coaching to school staff and families to support age-appropriate interventions
- To facilitate professional development to ensure that staff are equipped with cultural-responsiveness and trauma-informed engagement.
- To provide the students, families, staff, and schools with information to access resources in community
- To partner with staff, schools, and families to teach students healthy social-emotional regulation.

Services to be Provided

- **Consultation & Coaching (40%)**
 - Provide child development information to staff related to social--emotional development and mental health.
 - Provide guidance and model developmentally appropriate activities/strategies for staff and effective ways to work with and support young children (ie. Disrupting behaviors)
 - Provide written and oral observations and strengths--based feedback to classrooms within a week.
 - Meet with classroom teams to review classroom observations and develop and implement plans as needed (ie staff meetings).
- **Staff Training (20%)**
 - Support, coordinate, and provide staff related to social--emotional and mental health issues, especially the following topics: Trauma 101, Types of Trauma, Trauma-Informed De-Escalation, Working with Traumatized Families, Trauma-informed environment, and other topics identified by school principal and/or Director.
- **Individual Child Screening, Assessment & Referral (20%)**
 - Conduct standardized developmental, behavioral, and/or social--emotional screens and assessments for individual children as assigned or referred for consultation.
 - Provide child and family referral and follow--up to community services.
- **Child-specific Intervention (15%)**
 - Provide Coaching and Consultation to teachers directly in the classroom for a specific child referred
 - Provide direct interventions to child in need of support
 - If necessary pull-out student from classroom to conduct stress reduction and calming activities.
- **Groups (5%)**
 - Facilitate group activities for children in the classroom (ie. Mindfulness, therapeutic play, and others)

Data Collection & Reporting

- **Data Collection will be conducted using RBA (Results-Based Accountability measures)**

How Much Work was Done

of Hours Coaching Provided
of Hours Consultation Provided
of Trainings Provided
of Students Triaged
of Classrooms Served

How Well Was the Work Done

% of Students that decreased disruptive behaviors
% of students that improved their self-expression in productive way
% of families referred to services in the community

Who is Better Off

% of Staff that Increased their Knowledge/Skills working with children with Trauma

% of students that increased their skills in mindfulness
% of students that increased their skills learned in group activity

- **Reports will be submitted Monthly on data collected, or as requested**

Qualifications

Knowledge

- Demonstrated understanding of infant and early childhood mental health.
- Demonstrated understanding of differences in mental health services and concepts across cultures.
- Demonstrated knowledge of child mental health services system.
- Demonstrated experience with clinical documentation.
- Experience formulating and writing assessments and support plans, preferably for young children.
- Experience with evidence--based practices and curricula to promote early childhood mental health is desirable, e.g., Incredible Years, Parents as Teachers.

Skills

- Build and maintain strong, collaborative relationships with Head Start staff and families.
- Partner with providers as a member of a diverse team.
- Lead and facilitate trainings for parents and staff.
- Conduct standardized screens and assessments, preferably for young children.
- Use results of screens and assessments to guide work with families and develop individualized plans.
- Refer providers and families to appropriate community services.
- Organize tasks and manage time effectively.
- Organize and document assessment and screening results and use for ongoing quality improvement.

Specific experience shared in Curricula Vitae, which is attached

Contact Information

Kyisha Velazquez, LPC

Cellphone: 203-433-2690

Email: kyisha.Velazquez@kvtrainingandconsultation.com

Office Address: 459 Orange Street # 1, New Haven, CT 06515

Website: <https://www.kvtrainingandconsultation.com/>

Psychology Today:

<https://www.psychologytoday.com/us/therapists/kyisha-velazquez-new-haven-ct/374139>

Yale SCHOOL OF MEDICINE
Child Study Center

February 20, 2020

Elizabeth Gaffney
Director
Head Start

PO Box 207900
New Haven CT 06520-7900
T 203 785-2540
F 203 737-2797
childstudycenter@yale.edu
medicine.yale.edu/childstudy

courier
Sterling Hall of Medicine (SHM)
Room IG 75
230 South Frontage Road
New Haven CT 06519

Dear Liz,

Thank you for taking the time to meet with us in the Child Study Center to discuss the scope of work you are looking for support on. At this time, we aren't able to identify someone who can meet your needs but are happy to continue having conversations to see if we can identify someone and help in the future. Please feel free to reach out if you would like to continue having conversations or if there are future needs we may be able to help with.

Thanks,



Ian S. Solomon
Director, Finance & Administration
Yale Child Study Center





NEW HAVEN PUBLIC SCHOOLS

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

NEW HAVEN BOARD OF EDUCATION

AMENDMENT TO AGREEMENT

CONTRACTOR: Elicia Lupoli

AMENDMENT #: 1

GRANT # if applicable:

AGREEMENT #: 95408327

GRANT NAME:

DATE: March 4, 2020

FUNDING SOURCE OF AGREEMENT: 2534-5408-56694

ORIGINAL AMOUNT OF AGREEMENT: \$59,908

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$59,908

 X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$0

 INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$59,908. (\$55,300-salary Benefits: \$4,608.)

FUNDING SOURCE FOR AMENDMENT: 2512-6239-56694- Salary of \$15,202 will be charged to the Seal CT! budget

DESCRIPTION AND NEED FOR AMENDMENT: This amendment is to reduce salary of \$55,202 by \$15,202 to \$40,098 in account 2534-5408-56694 and to fund \$15,202 of salary from the Seal CT! account #: 2512-6239-56694. All benefits (FICA/Medicaid \$4,231. And WC: \$377.) should be charged to the Medicaid account that was indicated on the original contract: 2534-5408-56694.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Elicia Lupoli
(Name)

3/9/2020
(Date)

Registered Dental Hygienist
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

**AGREEMENT
By and Between
The New Haven Board of Education**

AND
Elicia Lupoli

AGREEMENT NO. 95408327

FOR DEPARTMENT/PROGRAM:

NHPS School Dental Program: Registered Dental Hygienist (RDH)

This agreement entered into on the 18th day of April, 2019, effective the 1st day of July, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Elicia Lupoli, located at 8 Jefferson Street, Seymour, CT 06483 (herein referred to as the "Contractor").

SCOPE OF SERVICE: *All billable services/ expenses must be included in the scope of service.*

As RDH for the school dental program, Ms. Lupoli will be working with the Director of School Health Centers to oversee the operations, protocols, and compliance of three licensed school dental clinics. She will be providing enrolled students with preventive dental services (cleanings, screens, fluoride treatment, sealants and x-rays) and school-wide dental screens at these dental clinics: Brennan-Rogers, Barnard and King Robinson. Additional responsibilities include enrolling families, providing individual/class oral health education, making referrals, setting up clinic spaces, meeting licensure requirements, data entry of services for billing, charting and reporting, and building relationships with community dental providers, school staff, students and families to ensure this program is well implemented and sustainable.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$39.50 per hours(s) for up to a maximum of 1400 hour(s).

The maximum amount the contractor shall be paid under this agreement:
Fifty five thousand and three hundred dollars (**\$55,300**).

As a contracted employee, the following payments will also be included in this contract: FICA/Medicaid (7.65%)= \$4,231.

Workers Compensation (.68%)= \$377.

The total amount of this contract shall not exceed: Fifty nine thousand nine hundred and eight dollars (\$59,908).

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 the Medicaid Account Number: 2534-5408-56694.

This agreement shall remain in effect from July 1st, 2019, to June 30th, 2020.

Exhibit A: Scope of Service: *Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.*

Exhibit B: Student Data and Privacy Agreement: *Attached*

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

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 Contract through the last day of thirty (30) day notice period. The Contractor may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Board by certified U.S. mail, return receipt requested; provided however, that the contractor shall be responsible to the Board for all services required by the Contract through the last thirty (30) day notice period.

Elicia Lupoli

Contractor Signature

5/8/19

Date

Elicia Lupoli

Contractor Name Printed or Typed

Federal I.D. or Social Security Number

Darnell Goldson, President
New Haven Board of Education

6/10/19

Date

EXHIBIT A
New Haven Public Schools
School Dental Program: Smile New Haven!
Scope of Service: Registered Dental Hygienist Position
2019-2020

The Dental Hygienist will:

- Maintain current professional CT license/s required for this position during the period of this agreement;
- Perform the following clinical services: Dental cleanings, screenings, fluoride treatments, sealants, retention checks, emergency assessment, and x-rays;
- Prepare and maintain your clinic equipment and supplies per protocols in the Policy & Procedure manual and document completion of tasks in daily maintenance logs;
- Prepare and implement school-wide screenings at least once a year in your assigned schools;
- When appropriate, initiate referrals of students to their dentists, or other care providers;
- Work collaboratively as a team with program and school staff, and school nurses to assess and address dental needs and support needed by enrolled students;
- Adhere to all requirements for reporting, data collection, advisory committee and other activities as directed by the Dental Program Director;
- Complete required program and service documentation, including encounter forms, daily sheets, spreadsheets and enter clinical notes in an electronic EMR thoroughly and in a timely manner;
- Provide each patient with individual oral health counseling, and provide classroom oral health education, in collaboration with program staff, to all classes in your assigned schools;
- Maintain established policies and procedures, objectives, reports, safety, environmental and infection control standards as outlined in your site's policy & procedure manual;;
- Identify need for preventive or targeted groups and lead at least 2 groups per year;
- Participate in promoting the awareness, enrollment and utilization of dental services among students, staff and families;
- Participate in all required staff meetings and school level meetings;
- Maintain inventory of necessary dental supplies, equipment and materials;
- Attend parent orientation, report card nights, and other school events to promote enrollment in the dental program;
- The Contractor agrees, at the Contractor's expense, to hold professional liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. In addition, and subject to the same terms and conditions, each procedure for obtaining such access as set forth in 42 CFRv420.304 shall be followed;
- Document clinical notes for every visit into patient record system (e.g. Electronic Medical Records), and enter necessary information in HealthX and spreadsheets if applicable;
- Consult with the lead RDH or Dental Director for any clinical issues;
- Complete daily data entry of all required student information, including all visit encounter forms and data needed for reports, billing, or as requested by the SHC Director into the NHPS data management system: Health X;
- Export dental visit data from agency EMRs per required reporting per Supervisor;
- All Clinical staff must be certified in:
 - a. Cardiopulmonary
- The Contractor will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations. Suspected violations must be reported, in writing, to the SHC Director within five (5) days of notification,

- with a plan for an investigating and correcting the issue jointly (Contractor and the SHC Director);
- The Contractor will collaborate with the SHC Director in the ongoing development and maintenance of a **Dental Policy & Procedure Manual** that outlines clinic policies, procedures and protocols, which are maintained on-site and available for inspection by the State personnel and Board;
- Any other duties assigned by the Program Director
- The contractor will provide the Program Director with the following documentation upon hire and submit current documentation if any items expire:
 - a. CPR certification
 - b. RDH License for CT
 - c. PPD test results (annually)
 - d. Evidence of Hepatitis B series (or signed waiver)
 - e. Evidence of annual flu shot (optional but strongly recommended)
 - f. Copy of liability insurance
- Ensure all dental sites under your responsibility are properly “closed” per protocols after use at the end of every day, before school breaks and before last day departure from this position.
- Must participate in a final “walk through” inspection of your sites with the Supervisor before last day of this contract or if leaving this position prior to the last day of your contract.
- Any additional assigned tasks by Supervisor.



NEW HAVEN PUBLIC SCHOOLS

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



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michael J. Pinto, Chief Operating Officer
Date: March 11, 2020
Re: Amendment No.1 to Legal Services Agreement with Berchem Moses & Devlin, PC

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

This submission requests approval of Amendment No.,1 to the Legal Seervices Agreement with Berchem Moses & Devlin in an amount not to exceed \$40,000.00 to cover the increase costs associated with Legal services for Special Education students and three outstanding litigation matters.

Amount of Agreement and the Daily, Hourly or per Session Cost:
\$40,000.00

Funding Source & Account #:

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 amendment covers additional legal expenses incurred by the District related to Special Education ,matters, at which Berchem Moses has developed a specialty and with whom the Special Ed Department has had a long relationship. In addition there are three legacy litigation matters that continue to require attention and at this late date do not make sense to move to another firm.

2. What specific need will this contractor address?

This amendment covers additional legal expenses incurred by the District related to Special Education ,matters, at which Berchem Moses has developed a particular expertise and with whom the Special Ed Department has had a long relationship. In addition, there are three legacy litigation matters that continue to require attention and at this late date do not make sense to move to another firm.

3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:

The Contractor was selected in a Request for Proposals. The contractor is one of three firms who provide ongoing legal counsel for the NHPS and BOE. Berchem Moses has particular expertise in the area of Special Education support, the area of most use by the NHPS.

4. If this is a continuation service, when was the last time the alternatives were sought?
The NHPS put out open request for proposals for legal services in May of 2018. The Department expects to solicit new proposals for the start of the FY 2020-2021.

5. What specific skill set does this contractor bring to the project?
The contractor is one of three firms who provide ongoing legal counsel for the NHPS and BOE. Berchem Moses has particular expertise in the area of Special Education support, the area of most use by the NHPS.

6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume):
This amendment provides for payment for legal services for existing and outstanding matters that cannot reasonably be wound down or transferred to another firm or Corporation Counsel before then end of the Fiscal Year.

7. Is this a new or continuation service?
Continuation; Amendment to a current Agreement

8. If this is a continuation service has cost increased?
a) If yes, by how much?
This is an amendment to an existing contract.

b) What would an alternative contractor cost?
Costs for an alternate contractor would be comparable or more expensive per hour of legal work.

c) Is this a service existing staff could provide? Why or why not?
Staff do not have the capacity or time to come up to speed to cover these open legal matters.

Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?
Berchem Moses has developed significant expertise in the area of Special Ed Law

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)

NA

9. If the service is a professional development program, can the training be provided internally, by district staff?

NA

a) If not, why not?

b) How will the output of this Agreement contribute to building internal capabilities?

10. Why do you believe this Agreement is fiscally sound?

The cost of an alternative legal services firm would be comparable or more per hour and would require time and money to learn the circumstances of the open matters and would require additional time to develop relationships with Special Ed staff.

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

We have legal bills that need to be paid to cover current work; no additional legal work could be performed.

Corporation Counsel Will Draft the Amendment Upon Approval



BERCHEM MOSES.COM

75 Broad Street
Milford, CT 06460
T: 203.783.1200
F: 203.878.2235

1221 Post Road East
Westport, CT 06880
T: 203.227.9545
F: 203.226.1641

Robert L. Berchem
Marsha Belman Moses
Stephen W. Studer ▶
Richard J. Buturla
Floyd J. Dugas
Rolan Joni Young
Ira W. Bloom
Jonathan D. Berchem ◉
Michelle C. Laubin ◆
Gregory S. Kimmel
Christopher M. Hodgson
Christine Owens Morgan

Mario F. Coppola
Meredith G. Diette
Ryan P. Driscoll ◆
Bryan L. LeClerc ◆
Brian A. Lema
Douglas E. LoMonte
Brian W. Smith
Christine A. Sullivan

Paula N. Anthony ◆
Alfred P. Bruno
Jacob P. Bryniczka
Eileen Lavigne Flug
Peter V. Gelderman ◊
Warren L. Holcomb
Eugene M. Kimmel

Nicholas R. Bamonte
Eric Barba ■
Richard C. Buturla
Carolyn Mazanec Dugas
Matthew D. Glennon
Rebecca E. Goldberg
John Y. Khalil
Justin Stanko
Matthew L. Studer

- - Also Admitted in CA
- ◊ - Also Admitted in IL
- ▶ - Also Admitted in MA
- Also Admitted in NJ
- ◆ - Also Admitted in NY
- * - Also Admitted in PA

PLEASE REPLY TO
MILFORD OFFICE

May 29, 2019

Via Email and FedEx

Attorney Michael Pinto
Chief Operating Officer
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

Re: Scope of Services and Rates

Dear Michael:

As requested, the following is the scope of services for the service contract between Berchem Moses PC and the New Haven Board of Education for the 2019-2020 fiscal year:

LITIGATION -- to provide legal services on an as-needed basis regarding all types of litigation services, including, but not limited to, all state and federal court litigation, CHRO litigation, and student services related litigation.

Rates: \$255 Partner; \$235 Senior Counsel; \$195 Associates;
\$115 Paralegal

Current litigation matters being handled in this office include the following:

Charles Mavrelion v. New Haven Board of Education et al., Connecticut OSHA

There are two matters that involve the same incident/claim: A ConnOSHA hearing and a Superior Court lawsuit. The Superior Court matter is stayed until the ConnOSHA hearing is held.

The decision in the ConnOSHA matter may resolve both claims. If not, it is possible that there may be a subsequent jury trial. Therefore, budget estimate for both matters going to conclusion are included here:

CONN-OSHA

30 hours @ \$195	\$ 5,850
30 hours @ \$255	\$ 7,650
60 hours	\$ 13,500

Superior Court

90 hours @ \$225	\$ 20,250
90 hours @ \$255	\$ 22,950
180 hours	\$ 43,200

Poindexter v. Blue-Ellis, NNH-CV-17-5041683-S

The matter is scheduled for trial for February 20, 2020 at the New Haven Superior Court.

Our best estimate of time needed is as follows:

Dispositive motion	25 hours @ \$225	\$ 5,625
Pre-trial/Court appearances	35 hours @ \$225	\$ 7,875
Misc. correspondence/communications	5 hours @ \$225	\$ 1,125
Total before trial	65 hours	\$ 14,725

Trial prep	20 hours @ \$255	\$ 5,100
Trial (4 days)	36-40 hours @ \$255	\$ 9,180-10,200
Total with trial	56-60 hours	\$14,280-15,300

Brad Chernovetz v. Garth Harries, et al, NNH-CV-17-6075565-S

Budget Estimate – May 28, 2019
 Responsible Attorney – Paula Anthony, Senior Counsel

Dispositive motion (due 7/15/19)	25 hours @ \$235	\$ 5,875
Pre-trial/Court appearances	5 hours @ \$235	\$ 1,175
Misc. correspondence/communications	2-3 hours @ \$235	\$ 470-705
Total before trial	32-33 hours	\$ 7,520-7,755

If dispositive motion is unsuccessful, trial in this matter is scheduled for January 22, 2020.

Trial prep	40 hours @ \$235	\$ 9,400
Trial (3-4 days)	24-32 hours @ \$235	\$ 5,640-7,520
Total with trial	64-72 hours	\$22,560-24,675

NOTE: The above estimates are based on the current scheduling order, which provides that all depositions are to be conducted by June 1, 2019. Other than Plaintiff and Defendant Redente no other depositions have been taken to date and none are scheduled; however, Plaintiff's counsel may still try to schedule depositions of the other defendants. If these go forward, the above budget would increase as follows:

Other depositions (including prep) 10-12 hrs. @235/hr. = \$2,350-2,820

STUDENTS -- to provide legal services to the Board on an as-needed basis regarding education law, special education, and other student-related matters and pre-litigation work.

Same rates.

Current student-related matters include the following:

OCR Title VI Compliance Action, File No. 18811-0351

This is an action initiated by OCR in Boston to review concerns with disproportionate discipline of African American and Latino students within the New Haven Public Schools. We would anticipate about \$10,000 in costs for the next fiscal year, which we hope will include the analysis by OCR of data about to be provided for the 2017-2018 school year and negotiation of a corrective action plan.

Attorney Michael Pinto
May 29, 2019
Page 4

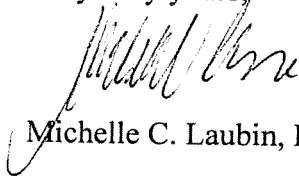
General Student Matters Advice

This allows the special education and pupil services office to call our office with questions requiring various brief answers, sometimes requiring some brief research or review of statutes and regulations or student records, but does not require ongoing representation or the opening of a student matter file. We would anticipate about \$10,000 for this purpose for one fiscal year.

Individual Student Matters

At any given point in time, we have approximately 10-12 open student matters that require our advice and counsel. We currently have one matter in due process with a hearing officer appointed by the State Department of Education that will likely require a 2-3 day hearing to resolve. We would anticipate a budget of \$80,000 to handle these matters for one fiscal year.

Very truly yours,



Michelle C. Laubin, Esq.

/mcl

cc: T. Jackson
J. Rose, Esq.



NEW HAVEN PUBLIC SCHOOLS

Memorandum

APPROVED BY
BOE 6/24/19

To: Finance and Operations Committee

From: Michael J. Pinto, COO

Re: F&O Agenda Item/Approval
Legal Services Agreement for Berchem, Moses & Devlin re Special Education and General Matters

Meeting Date: June 17, 2019

Executive Summary:

Approval is requested for an Agreement by and between the New Haven Board of Education and Berchem Moses, P.C., 75 Broad Street, Milford, CT to provide legal services for the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance, Special Education compliance, litigation, investigations, negotiations and other legal matters, for the period of July 1, 2019 to June 30, 2020.

Amount of Agreement and Daily, Hourly, or Per Session Cost: Amount not to exceed \$80,000.

Funding Source: 2019-2020 Operating Budget, Acct. #190-47700-56696

Key Questions:

1. **Please describe how this service is strategically aligned with school or District goals:**
Outside legal services represent a critical support for the Board of Education on matters of statutory and regulatory interpretation and compliance, Special Education compliance, litigation, investigations, negotiations and other legal matters where independent legal advice is appropriate.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?**
Legal services contracts are directly overseen by the Superintendent and Chief Operating Officer. Monthly invoices are reviewed for all individual cases and assignments. Strategy with respect to litigation defense or compliance is reviewed on a case-by-case basis to determine consistency and appropriateness of representation on all matters. The firm has provided excellent value in the area of Special Education law, an area of critical importance to the New Haven Public Schools.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**
The negotiated legal fees are at market rate for the legal services provided. Senior Partners with decades long experience in litigation, student matters, Special Education, and general legal matters are assigned to the Board of Education under this contract. These attorneys and their firm are locally and nationally recognized experts in their respective fields. The firm has provided excellent representation to the BOE over the years. They have established very positive working relationships with BOE staff and have a great understanding of our processes and protocols thus allowing for cost effective representation and problem solving. The firm has successfully negotiated, mediated, settled and litigated dozens of cases for the BOE resulting in significant cost avoidance, consistent legal compliance and appropriate training and support where needed. The firm also has an excellent working relationship with the Office of Corporation Counsel and City of New Haven Human Resources and Labor Relations Departments, which also provides significant value added benefit City and Board of Education.

Last year's agreement is attached. New agreement will be drafted upon approval.



NEW HAVEN PUBLIC SCHOOLS

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