



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Glynis King Harrell
Date:
Re: Faythe Johnson

Please ***answer all questions and attach any required documentation as indicated below.*** 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. **Contractor Name:**
Faythe Johnson
2. **Description of Service:**
The general services to be performed by the Contractor under the supervision of a certified Speech-Language Pathologist, SLP, with the explicit purpose of supporting a speech-language pathologist
3. **Amount of Agreement and hourly or session cost:**
\$5,508.00, Agreement Amount \$27.00, Hourly Rate
4. **Funding Source and account number:**
General Funds, Other Contractual Services, 190-490-56694
5. **Approximate number of staff served through this program or service:**
N/A
6. **Approximate number of students served through this program or service:**
30-40 Students
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? N/A
 - b. What would an alternative contractor cost: An alternative to the contract would be hiring more Speech Language Pathologists
 - c. If this is a continuation, when was the last time alternative quotes were requested? N/A

- d. For new or continuation: is this a service existing staff could provide. If no, why not? Speech Language Pathologist caseloads are excessive. Students are not able to get the quality of fidelity of intervention prescribed without more staff and support.

8. Type of Service:

Answer all questions:

- a. Professional Development? N/A
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? N/A
- b. After School or Extended Hours Program? N/A
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe)
It is direct service to students, under the supervision of an Speech Language Pathologist.

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? Yes
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? No
- f. If it is a renewal/continuation has cost increased? If yes, by how much? N/A
- g. Will the output of this Agreement contribute to building internal capabilities?
If yes, please explain: No
However, it will assist staffing in a critical shortage area.

10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company:
A BA in Communication Disorders.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
Professional affiliation. Summer student employee.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? No
Selected because she holds a Bachelor's degree in a speciality discipline.
- d. Who were the members of the selection committee that scored bid applications?
No bid - Interviewed by Dr. Glynis King Harrell.
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.

11. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met?
Under the supervision of an Speech Language Pathologist the assistant will support students with communication disorders. The contractor will be supervised by an onsite Speech Language Pathologist and will be observed by the supervisor of Speech-Language and Hearing.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan? the Districts' strives to elevate students performance in academics with a particular focus on literacy and math. Students with communication disorders require additional support to reach proficiency across academic areas.

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

The agreement is fiscally sound because the Speech & Language department currently has six vacancies totaling \$872,310.00.

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

Implications of not approving this agreement will be: excessive caseloads/workloads for Speech Language Pathologists.

- * Inability to attract new staff due to workload and critical shortage.
- * Students will require support services for a longer period of time.



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name:

Faythe Johnson

Doing Business As, if applicable:

Speech Language Assistant

Business Address:

326 Howard Drive, Hamden, CT 06514

Business Phone:

203-668-4279

Business email:

Faythejohnson17@gmail.com

Funding Source & Acct # including location code:

General Funds, Other Contractual Services, 190-490-56694 00

Principal or Supervisor:

Glynis King Harrell

Agreement Effective Dates: From 1/10/2024. To 6/30/2024.

Hourly rate or per session rate or per day rate. \$27.00

Total amount: \$5,508.00

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

The general services to be performed by the Contractor under the supervision of a certified Speech-Language Pathologist, SLP, with the explicit purpose of supporting a speech-language pathologist

Submitted by: Stacie Ormond

Phone: 475-220-1664



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

Faythe Johnson

FOR DEPARTMENT/PROGRAM

Department of Student Services

This agreement entered into on the 13th day of September, 2023, effective (*no sooner than the day after Board of Education Approval*), on the 10th day of January, 2024, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Faythe Johnson located at, 326 Howard Drive, Hamden, CT 06514 (herein referred to as the “Contractor”).

COMPENSATION

The Board shall pay the contractor for satisfactory performance of services required the amount of \$27.00 per day, hour or session, for a total of 204 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Five Thousand Five Hundred Eight Dollars \$5,508.00. 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 General Funds, Other Contractual Services Program of the New Haven Board of Education, Account Number 190-490-56694 Location Code: 0 0 0 0.

This agreement shall remain in effect from January 10, 2024 to June 30, 2024.

SCOPE OF SERVICES

In the space below, please provide brief summary of service.

The general services to be performed by the Contractor under the supervision of a certified Speech-Language Pathologist, SLP, with the explicit purpose of supporting a speech-language pathologist

The Contractor agrees to:

- Engage only in the activities delegated by the supervising pathologist.
- Implement service plans developed and directed by the supervising SLP.
- Provide treatment through a variety of services delivery models, individual, group, classroom based as directed by SLP.
- Document student performance through data collection and preparing for SLP use. Reporting progress monitoring data to the SLP in a timely fashion.
- Accurately represent themselves and the intended purpose of their service.
- Protect the confidentiality and security of records.
- Provide reasonable notice in the event they can no longer provide service.
- Meet regularly with the supervising SLP and other administrators necessary and knowledgeable about the service delivery.

Exhibit A: Scope of Service:

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

Exhibit B: Student Data and Privacy Agreement:

Attached

Exhibit C: Compliance with Executive Order No. 13G:

Contractor's Declaration Attesting to Compliance with Executive Order No. 13G – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.

APPROVAL:

This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors 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

10/27/23

Date

Date

Faythe Johnson

Contractor Name Printed & Title

Faythe Johnson
326 Howard Drive
Hamden, CT 0651

Exhibit A: Scope of Service

The following information will provide a detailed Scope of Service as well as all costs for services including travel and supplies.

The general services to be performed by this contractor, Faythe Johnson, under the supervision of a certified Speech Language Pathologist consist of:

Implementation of Individualized Education Plans (IEP) as instructed by the certified Speech Language Pathologist

Documentation of student performance through data collection prepared for the certified SLP

Consultation and collaboration with the supervising SLP, teachers and other professionals as needed

Conducting classroom based, individual or small group or services under the direction of a certified Speech Language Pathologist

Demonstrate knowledge about services provided

Protect the confidentiality and security of records

Provide reasonable notice in the event services can not be provided

Other speech-language related services as requested by Supervisor

Accurate representation for the intended purpose of my service

The contractor agrees to:

Complete general services under the supervision of said certified Speech Language Pathologist

Cost for Delivery of Services:

General Service Delivery (as detailed above): \$ 27 per hour

Travel Cost: not applicable

Supply cost: not applicable

Faythe Johnson
Contractor's Name

10/23/23
Date



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.

FAYTHE JOHNSON



FJOHNS7@STUDENTS.TOWSON.EDU
FAYTHEJOHNSON17@GMAIL.COM



203-668-4279

OBJECTIVE

Responsible, mature college student seeking position to help meet career goals.

SKILLS

Natural born leader with exceptional social skills and a strong desire for achievement.

WORK EXPERIENCE

TOWSON UNIVERSITY RESIDENT ASSISTANT, 8/21-PRESENT

- UPHOLD TOWSON UNIVERSITY POLICY THROUGH ROLE MODELING POSITIVE, PROFESSIONAL, AND INCLUSIVE BEHAVIOR
- COORDINATE EVENTS, PROTECT RESIDENTS, PROVIDE SERVICES AND RESOURCES FOR EDUCATION
- HELP STUDENTS DISCOVER THEMSELVES, OTHERS, AND THE COLLEGIATE EXPERIENCE
- LEADERSHIP AND IDENTITY BUILDING

STOP & SHOP CASHIER ASSOCIATE, MAY 2019-AUGUST 2020

- RECONCILE RECORDS OF SALES AND OTHER TRANSACTIONS
- PROVIDE EXCELLENT SERVICE ORIENTATION
- EXPLAIN TECHNICAL PRODUCT AND SERVICE QUESTIONS TO OTHERS

MOE'S SOUTHWEST GRILL CREW MEMBER, 2/2018-8/2018

- PROVIDED QUALITY FOOD SERVICE
 - CLEANED FOOD PREPARATION AREAS AND EQUIPMENT
 - PROCESSED CUSTOMER PAYMENTS
 - STORED SUPPLIES
-

EDUCATION/HONORS/RECOGNITION

TOWSON UNIVERSITY (SEPTEMBER 2018-PRESENT)

- JUNIOR SPEECH PATHOLOGY-AUDIOLOGY MAJOR
- DEAF STUDIES MINOR, AMERICAN SIGN LANGUAGE PROFICIENT
- GPA 3.14

HAMDEN HIGH SCHOOL (GRADUATE 2018)

- HOUSE LEADERSHIP COUNCIL
 - CULINARY ARTS RESTAURANT AND MANAGEMENT
 - HHS NURSERY SCHOOL STUDENT TEACHER (AGES 2-4)
-

EXPERIENCE OR LEADERSHIP

TOWSON UNIVERSITY

- VICE PRESIDENT OF CARROLL HALL BUILDING COUNCIL
 - COMMUNITY CENTER ASSISTANT
 - PRESIDENT OF INTERVARSITY CHRISTIAN FELLOWSHIP-TOWSON CHAPTER
-

Security Agreement for Access to and Use of Confidential Data from the New Haven Public Schools

I, Faythe Johnson, as a contracted vendor working with the New Haven Public Schools, will have access to secure student data as part of my working relationship with New Haven Public Schools. I understand that these data are deemed confidential, personal, and private and that access to this confidential data carries with it the responsibility to guard against unauthorized use and the possibility of unauthorized access or use. To treat information as confidential means not to divulge it to anyone outside New Haven Public Schools, or to cause it to be accessible to anyone outside New Haven Public Schools. Transfer of any information by means of any media, including email, websites, print, or any personal communication, outside the normal defined work of my Internship, is prohibited under this Security Agreement.

I understand that disclosing confidential information directly or allowing non-authorized access to such information may subject me to criminal prosecution and/or civil recovery and may violate the federal Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

I agree to fulfill my responsibilities in accordance with the following guidelines:

1. I agree that I will never give or allow anyone outside New Haven Public Schools to access or view confidential, sensitive data, through electronic or non-electronic communication.
2. I agree that I will never attempt to identify individuals in any data system, analyses or reports which are not directly required for any purpose outside my specific responsibilities.

Vendor:

Name: NEW HAVEN PUBLIC SCHOOLS

Position Title: SPEECH LANGUAGE PATHOLOGIST ASSISTANT (SLPA)

Assigned Site: ITINERANT

Signature: Faythe Johnson Date: 10/27/23

Dates of Partnership: 9/18/23 to 6/30/24

NHPS Supervisor:

Name: _____

Title: _____

Signature: _____ Date: _____

Contractor's Declaration Attesting to Compliance with Executive Order No. 13G

Contractor / Vendor Name	Faith Johnson		
Contractor Address	326 Howard Drive		
PeopleSoft ID (for state contractors) or other information*			

*If PeopleSoft ID does not apply, provide information directed by the covered state agency, school board, or childcare facility

As of this date, provide the number of contract workers subject to Executive Order No. 13G who:

- a. Total number of contract workers as defined in Executive Order No. 13G provided under your contract SPIF (1)
- b. Are fully vaccinated against COVID-19 (at least 14 days have elapsed since a person has received a single-dose vaccine or the second dose of a two-dose COVID-19 vaccine) Y
- c. Are required to submit to and provide the results of COVID-19 testing because they are not fully vaccinated N/A
 - 1. Of those required to submit and provide the results of COVID-19 testing, are partially vaccinated (received first dose and have either received second dose or have an appointment for second dose in a two-dose series vaccination, such as Pfizer or Moderna vaccines, or received a single-dose vaccine, such as Johnson & Johnson vaccine, but 14 days has not elapsed since final dose) _____
 - 2. Of those required to submit and provide the results of COVID-19 testing, have been granted a medical exemption to vaccination based upon documentation from a physician, physician's assistant, or advanced practice registered nurse stating that the administration of COVID-19 vaccine is likely to be detrimental to the person's health _____
 - 3. Of those required to submit and provide the results of COVID-19 testing, have been granted an exemption to vaccination on the basis of a sincerely held religious or spiritual belief _____
 - 4. Are temporarily excused from COVID-19 testing because they have provided documented proof of having a COVID-19 infection in the previous 90 days _____

I affirm that all of the covered workers indicated in Section (a), except those who are fully vaccinated (a) or have had a documented case of COVID-19 in the past 90 days, will (1) have had a negative test for COVID-19 in the 7 days prior to initially accessing any work site related to this contract that is subject to Executive Order No. 13G, (2) continue to be tested once every 7 days for the duration of this contract, and (3) not be allowed to access any work site that is subject to Executive Order No. 13G if they either receive a positive test or fail to be tested at least once per week.

_____ I declare and attest that I am authorized by the Contractor to provide the information contained in this report and that the information included in this report is true and accurate, to the best of my knowledge. I understand that it is a crime under Connecticut law to provide false information in response to the provisions of this Executive Order, punishable pursuant to Section 53a-157b of the Connecticut General Statutes by a fine of not more than \$2,000 or imprisonment of not more than one year.

Signature:	<u>Faith Johnson</u>	Date:	<u>10/27/23</u>
Authorized Person Submitting Report:			
Title:			
Email Address:		Phone:	