



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: Foundation for the Arts and Trauma Inc

Doing Business As, if applicable: ALIVE/Miss Kendra Program

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

Business Phone: 203-215-0658

Business email: ptsdcenter1@sbcglobal.net

Funding Source & Acct # including location code: ARP ESSER 25536398, School Code 0067, Object 56694

Principal or Supervisor: Marc Potocsky, Principal

Agreement Effective Dates: From 3/15/2021. To 6/30/2022

Hourly rate or per session rate or per day rate. \$112.75 per hour, not to exceed 443 hours of work between March 15, 2022 and June 30, 2022.

Total amount of Contract: \$50,000

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

Provide individual trauma-informed counseling to students as needed and referred by teaching and social support staff, to include de-escalation, improved coping skills, improved socioemotional learning, improve academic readiness, and positive attitudes toward learning and the school community. Provide support to teaching staff through in-service education regarding stress and trauma as impacted by the pandemic and remote learning platforms, individual teacher support as needed.

Submitted by: Marc Potocsky, Principal Phone: 475-220-6800



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Marc Potocsky, Principal
Date: 3/7/2022 (Finance and Operations Meeting Presentation)
Re: Agreement between Foundation for the Arts and Trauma and NH BOE for Wraparound services to Sound School Students.

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:** Foundation for the Arts and Trauma Inc.

Description of Service: Provide individual trauma-informed counseling to students as needed and referred by teaching and social support staff, to include de-escalation, improved coping skills, improved socioemotional learning, improve academic readiness, and positive attitudes toward learning and the school community. Provide support to teaching staff through in-service education regarding stress and trauma as impacted by the pandemic and remote learning platforms, individual teacher support as needed.

Amount of Agreement and hourly or session cost: Hourly rate or per session rate or per day rate. \$112.75 per hour, not to exceed \$50,000.
Total amount of Contract: \$50,000

2. **Funding Source** and account number: #: **25536398, School Code 0067, Object 56694**

3. **Continuation/renewal or new Agreement?**

Answer all questions:

- a. **If continuation/renewal, has the cost increased? If yes, by how much?** Although, ALIVE will be new to The Sound School, we used them for several years at Wilbur Cross. The cost has not increased.
- b. **What would an alternative contractor cost:** The Foundation for the Arts and Trauma is a sole source local provider and in an exploration of a partnership with some similar tenets of this program, we received quotes for 150k on the low end of what could be offered based on what was needed. The strength of this program is that it responds to the needs of the school as they arise.
- c. **If this is a continuation, when was the last time alternative quotes were requested?** My colleagues at Wilbur Cross explored other partnerships during the Spring of 2021 when we were drafting the ESSER planning.

- d. **For new or continuation: is this a service existing staff could provide. If no, why not?** Existing staff does not have the capacity to provide the direct services to students that engaging this contractor would allow. They also do not have the specific trauma training that allows this service partnership to be so effective with students. This contract allows us to continue the school year more ready to respond to the mental health needs of students. While Sound School does have BOE social workers and a school counselor provide support to students, their focus is on those with IEPs, 504s, etc. There are not enough hours in the school day to respond to the needs of additional students beyond their assigned caseloads. The Miss Kendra partnership not only increases our capacity to respond to students, but also offers a strategy to uplift the current social emotional teams as the clinicians in the Miss Kendra Program will be available to consult on specific cases as needed. Having the program in place at The Sound School, will improve student outcomes including attendance, rapid responsiveness to students in need for ongoing counseling, establishes a range of groups to respond to needs of struggling students, and increases student engagement in the classroom. The Miss Kendra Program will support students as we continue a school year where we know our students are experiencing overwhelming levels of loss, anxiety, and added burdens of interruptions to family support systems including job loss, family loss, housing and food insecurity, etc. The needs of students, families, and the entire community remains significant, and this contract will allow us to support students and the entire school community.

4. Type of Service:

Answer all questions:

- a. **Professional Development?** This is not a professional development program. This is a service that provides direct services to students. Any professional development that comes from this partnership will be in response to what is arising during the school year as related specifically to the trauma related impact on student learning.
- i. **If this is a professional development program, can the service be provided by existing staff? If no, why not?** This cannot be provided by existing staff. Existing staff does not have the training or the time to respond to student needs in the systematic way this partnership provides.
- b. **After School or Extended Hours Program?** This is not an after school nor extended hours program.
- c. **School Readiness or Head Start Programs?** This is not a School Readiness nor a Head Start Program.
- d. **Other: (Please describe)** This is a contract for direct services for students that are robust, responsive, and targeted.

5. Contractor Classification:

Answer all questions:

- a. **Is the Contractor a Minority or Women Owned Business?** No
- b. **Is the Contractor Local?** Yes.
- c. **Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?** Yes. Local.
- d. **Is the Contractor a public corporation?** Yes.

- e. **Is this a renewal/continuation Agreement or a new service?** This will be a new agreement for The Sound School.
- f. **If it is a renewal/continuation has the cost increased? If yes, by how much?**
- g. **Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:** Yes. All people in a school are supported and can achieve better outcomes when students have more of their needs met. This includes school counselors and mental health providers, but also all educators and adults within a school. With this contract, students will have the support they need to work through stress and will simultaneously receive the message that they are part of a school community that cares about their overall wellbeing. When students have productive ways to work through stress and have a sense of belonging, they are freed up to attend to other tasks. In the school setting, students will be more available for learning and so the overall school experience has the potential to be uplifted at the school wide level, classroom level, and the level of individual communication between and among both students and adults.

6. Contractor Selection:

Answer all questions

- a. **What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume.** Dr David R Johnson, PhD is the chief executive officer of the Miss Kendra Program and co-founder and co-director of the Post Traumatic Center in New Haven and is on faculty at the Yale School of Medicine, Department of Psychiatry. Additionally, the Post Traumatic Stress Center is a long standing provider to the New Haven community and Dr Johnson has been working in partnership with New Haven Public Schools to develop programming that responds to the needs of students and schools for over 10 years. His resume reveals many accolades as well as clinical, community, and school based experience. His resume is attached for your review.
- b. **How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?** This contractor is a sole source local provider whose rates remain the same over time and whose programming has proved effective at Wilbur Cross and other high schools within NHPS. The strength of this program is that it responds to the needs of the school as they arise.
- c. **Please describe the selection process including other sources considered and the rationale for selecting this Contractor:** The administrative team, in planning for this school year, discussed partnerships that have been effective over time and remain flexible enough to respond to the needs of students in the school.

7. 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?** The Miss Kendra Program will be measured and monitored ensuring that clinicians from the Miss Kendra Program will follow their agreed upon schedules and maintain caseloads of students for the remainder of the year. Evidence of effectiveness will include number of sessions facilitated by clinicians and positive effects on attendance, discipline, and

student achievement data. The lead from the Miss Kendra Program lead clinician will meet with Sound School administrators as needed as well as attend provider meetings of School Social Workers, Social Work Interns, and Clinicians. When at Wilbur Cross we have seen outcomes of this partnership that include academic success markers and school climate success markers including decreases in disciplinary data and increases in attendance data. As we endeavor to get back to a more “business as usual” school year, we will continue regular reviews of relevant student level data primarily at Child Study Team meetings.

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?**

This service will provide all students (approx. 350) at The Sound School access to 2 trauma clinicians to support their emotional wellness throughout the year. The team will support students in social emotional learning and help them foster the life skills and habits of mind that will empower them to tackle every day challenges. The Miss Kendra Program / ALIVE provides trauma trained clinicians to attend to the trauma that is affecting students so they are freed up to engage in learning and are freed up to help to co create a healthy school environment. Students who are able to regulate their emotions and process their stress in productive ways are better able to attend to learning tasks. The district has strategic goals for literacy, numeracy, and attendance and this notable increase in wraparound supports will help students to achieve these goals set by the district.

8. **Why do you believe this Agreement is fiscally sound?** It provides Sound School students access to 2 trauma trained clinicians at reduced rates. The Miss Kendra Program / ALIVE has been a strong partner to several NHPS schools and continues to be a sole source provider of the Miss Kendra / ALIVE program. It is successful because it remains flexible and responsive to the needs of the school.

9. **What are the implications of not approving this Agreement?**

If we do not engage this contractor, we will not be able to respond to all the needs of students for adequate mental health support and responsive wraparound services. We will potentially start the school year with an enrollment of over 350 students. Once the BOE social workers and school counselors provide support to students with IEPs, 504s, etc. there simply are not enough hours in the school day to respond to the needs of additional students. This partnership increases our capacity by adding 2 trauma clinicians to respond to the wraparound needs of adolescents. Having the program in place at The Sound School will improve student outcomes including attendance, rapid responsiveness to students in need for ongoing counseling, establishes a range of groups to respond to needs of struggling students, and increases student engagement in the classroom. This program, under the direction of Dr David Read Johnson will support students as we continue a school year where our students are experiencing overwhelming levels of loss, anxiety, and added burdens of interruptions to family support systems including job loss, family loss, housing and food insecurity, etc. The needs of students, families, and the entire community remain significant this coming year, and this contract will allow us to support students and the entire school community.

Rev: 8/10/2020



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education

AND
Foundation for the Arts and Trauma Inc

FOR DEPARTMENT/PROGRAM:

The Sound School

This Agreement entered into on the 15th day of January, 2021, effective (*no sooner than the day after Board of Education Approval*), the 14th day of March, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Foundation for the Arts and Trauma Inc. located at, 19 Edwards Street, New Haven CT 06511 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$112.75 per hour, not to exceed \$50,000. The maximum amount the contractor shall be paid under this agreement is \$50,000. Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and dates of service.

Fiscal support for this Agreement shall be by ARP ESSER Program, New Haven Board of Education, **Account Number: 2553-6398, School Code 0067, Object 56694**

This agreement shall remain in effect from 3/15/2022 to 6/30/2022.

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.*

SCOPE OF SERVICE: *Please provide brief summary of service to be provided.*

Contractor will:

Provide individual trauma-informed counseling to students as needed and referred by teaching and social support staff, to include de-escalation, improved coping skills, improved socioemotional learning, improve academic readiness, and positive attitudes toward learning and the school community.

Provide support to teaching staff through in-service education regarding stress and trauma as impacted by the pandemic and remote learning platforms, individual teacher support as needed.

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

3/1/22

Date

Date

David R Johnson PhD, CEO

Contractor Printed Name & Title
Revised: 11/27/19



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.