



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Glynis King Harrell
Date: July 19, 2022
Re: Stephanie Gardner

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:**
Stephanie Gardner
2. **Description of Service:**
The general services to be performed by the Contractor shall consist of: speech-language remediation, evaluation, consultation, statistics, PPT attendance, medical reimbursement billing, IEP planning, report writing, goal writing, team collaboration, staff meetings, supervision of graduate students, and/or speech-language assistants and other related services as requested by the Board. Provision of diagnostic and therapeutic tools necessary for services.
3. **Amount of Agreement and hourly or session cost:**
\$94,640.00, Agreement Amount \$80.00, 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:**
1535
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? No
 - b. What would an alternative contractor cost: Ranges up to \$110.00 per hour
 - c. If this is a continuation, when was the last time alternative quotes were requested? 2022

- d. For new or continuation: is this a service existing staff could provide. If no, why not? No Contractual services are required due to inadequate speech and language pathology positions within the district. Speech/language pathologists are a national critical shortage area.

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)

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? Yes
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes
Specialized skill of speech and language therapy that will address speech/language and therapeutic services for qualified sped students.

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 specialized skill of speech and language therapy, which includes a master's degree and ASHA certification. Resume is attached.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
Quotes
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
No Critical shortage area. Excessive workload/caseload for staff.
- d. Who were the members of the selection committee that scored bid applications?
Dr. Glynis King Harrell and Stacie Ormond, Administrative Assistant.
- 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?
The contractor will address speech / language and therapeutic services for qualified sped students.
- 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?
Speech-language pathologists (SLP) are needed in the district to meet the communicative needs of our "at risk" and disabled students from Pre-K thru 12th grade. Success in academic, college and career all require effective communication.

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

Contractual services are required due to inadequate speech and language pathology positions within the district. Speech/language pathologists are a national critical shortage area. Because the expertise is in demand the fees can range from \$130.00 to \$150.00 per hour. Fees can vary based on logistics and experience. Providers can also charge for assessments separately, \$200.00 - \$250.00 (Connec-to-talk, Invo Health, EBS). To simplify the provision of service for our district I have asked providers to charge hourly regardless of the activity (therapy, assessment, IEP meetings, etc.) Companies often solicit with attractive rates, but often want a "finder's fee" and frequently don't have candidates readily available. They ask for a district commitment while they search for a candidate.

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

Disabled students will not receive appropriate intervention, hence failure to comply with IEP mandates can lead to state and federal complications.



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name:

Stephanie Gardner

Doing Business As, if applicable:

Speech Language Pathologist

Business Address:

73-1122 Alihilani Place, Kailua-Kona, HI 96740

Business Phone:

307-389-1778

Business email:

Funding Source & Acct # including location code:

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

Principal or Supervisor:

Dr. Glynis King Harrell

Agreement Effective Dates: From 08/22/2022. To 06/30/2023.

Hourly rate or per session rate or per day rate. \$80.00

Total amount: \$94,640.00

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 shall consist of: speech-language remediation, evaluation, consultation, statistics, PPT attendance, medical reimbursement billing, IEP planning, report writing, goal writing, team collaboration, staff meetings, supervision of graduate students, and/or speech-language assistants and other related services as requested by the Board. Provision of diagnostic and therapeutic tools necessary for services.

Submitted by: Stacie Ormond

Phone: 475-220-1664



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Stephanie Gardner

FOR DEPARTMENT/PROGRAM

Department of Student Services

This agreement entered into on the 30th day of June, 2022, effective (*no sooner than the day after Board of Education Approval*), on the 22 day of August, 2022, by and between the New Haven Board of Education (herein referred to as the "Board") and, **Stephanie Gardner** located at, **73-1122 Alihilani Place, Kailua-Kona, HI 96740** (herein referred to as the "Contractor").

COMPENSATION

The Board shall pay the contractor for satisfactory performance of services required the amount of **\$80.00** per day, hour or session, for a total of **1183** days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: **Ninety Four Thousand Six Hundred and Forty Dollars \$(94,640.00)**. 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 August 22, 2022 to June 30, 2023.

SCOPE OF SERVICES

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

The general services to be performed by the Contractor shall consist of: speech-language remediation, evaluation, consultation, statistics, PPT attendance, medical reimbursement billing, IEP planning, report writing, goal writing, team collaboration, staff meetings, supervision of graduate students, and/or speech-language assistants and other related services as requested by the Board. Provision of diagnostic and therapeutic tools necessary for services.

The Contractor agrees to:

1. Reassign Medicaid payment for School Based Child Health Services to the State Department of Education;
2. Not bill Medicaid directly for services provided under the agreement; the Contractor understands that to do so would constitute double billing.
3. Provide documentation in a form and manner acceptable to the Board and which is in Compliance with the Department of Social Services regulations; and
4. Comply with the pertinent requirements of the Department of Social Services Performing Provider Agreement signed by the Board.

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

7/11/22
Date

Stephanie Gardner MCCCC-SUP
Contractor Name Printed & Title

President
New Haven Board of Education

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.

Stephanie Gardner

73-1249 Ka'iminani Drive
Kailua-Kona, HI 96740
(307) 389-1778

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, Stephanie Gardner, consist of:

- Remediation of speech-language concerns
- Formal and Informal Assessment of students' communication skills
- Evaluation of comprehensive assessment results
- Identification of students at risk for speech and language difficulties
- Development and implementation of Individualized Education Plans (IEP)
- Documentation of outcomes
- Consultation and collaboration with teachers and other professionals
- Supervision of graduate students or clinical fellows
- Conducting classroom based, small group or individual therapy sessions
- Participation in Planning and Placement Team (PPT) meetings
- Submission of quarterly progress reports via IEP
- Other speech-language related services as requested by Supervisor

The contractor agrees to:

1. Reassign Medicaid payment for School Based Child Health Services to the State Department of Education;
2. Not bill Medicaid directly for services provided under the agreement; the Contractor understands that to do so would constitute double billing.
3. Provide documentation in a form and manner acceptable to the Board and which is in Compliance with the Department of Social Services regulations; and
4. Comply with the pertinent requirements of the Department of Social Services Performing Provider Agreement signed by the Board.

Cost for Delivery of Services:

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

Travel Cost: \$0.00

Supply Cost: \$0.00



Contractor's Name

7/11/27
Date

CONTRACTOR ASSESSMENT

Vendor Name Stephanie Gardner

Project Description Speech and Language Pathologist

Evaluator Dr. Glynis King Harrell Date June 14, 2022

	Unacceptable			Excellent		Not applicable
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance					X	
2. Effectiveness of instruction					X	
3. Ability to relate to parents and professionals during PPT's					X	
Compliance with contract report writing & Document Submission						
4. Timely and accurate billing				X		
5. Medicaid completion				X		
6. Development and presentation of evaluations and IEP's				X		
Working relationship of contractors with district						
7. Timely submission of department data					X	
8. Accuracy of invoices				X		
9. Collegial, collaborative relations				X		
Implementation of practice across the district						
10. Flexibility in scheduling					X	
11. Coverage when needed (substitution)					X	
12. Team work with teacher and other professionals					X	

STEPHANIE GARDNER

73-1249 Kailua Drive, Kailua-Kona, HI 96740 • C: 307-389-1718 • steph.gardner87@gmail.com

PROFESSIONAL SUMMARY

Certified Speech-Language Pathologist with extensive work in early intervention, elementary, middle, and high school environments. Organized problem-solver who swiftly handles changing caseloads and therapy-related duties. Skilled in conducting speech and language screenings and assessments.

SKILLS

- Speech and language screenings
- Adept in several standardized speech and language assessments
- Time management proficiency
- Case management proficiency
- Autism spectrum familiarity
- Dyslexia trained
- Advanced Picture Exchange Communication Systems trained
- Family and patient education
- Rush and Sheldon trained (family coaching)
- Extensive work with AAC devices
- ADOS trained

WORK HISTORY

Speech-Language Pathologist, 08/2007 to 08/2008
Easter Seals – Meriden, CT

Serviced the birth-to-three population. Responsibilities included home visitations with infants and toddlers and their families, assisting the families with the implementation of strategies to enhance the development of their child, conducting evaluations, providing service coordination to families, and assisting children with transitioning to preschool programming.

Speech-Language Pathologist, 08/2008 to 06/2009
Sweetwater County School District #1 – Rock Springs, WY

Serviced children from kindergarten to fourth grade. Responsibilities included conducting speech and language evaluations and developing and conducting IEPs. Additional responsibilities included collaborating with teachers and school team members and special education team members, setting up picture schedules as well as a Picture Exchange Communication System for one student, and conducting in-class instruction as well as individual and group pull-out instruction. The caseload consisted of children with ADHD, Autism Spectrum Disorder, language disorders, articulation disorders, and phonological disorders.

Speech-Language Pathologist, 09/2009 to 03/2011
Theracare – Norwalk, CT

Serviced the birth-to-three population. Responsibilities included home visitations with infants and toddlers and their families, assisting the families with the implementation of strategies to enhance the development of their child, conducting evaluations, providing service coordination to families, and assisting children with transitioning to preschool programming. The majority of the caseload consisted of children on the Autism Spectrum Disorder and a few children with speech delays.

Speech-Language Pathologist, 03/2011 to 08/2016
SARAH, Inc. – Guilford, CT

Serviced birth-to-three population. Responsibilities include home visitations with infants and toddlers and their families, assisting the families with the implementation of strategies to enhance the development of their child, conducting evaluations, providing service coordination to families, and assisting children with transitioning to preschool programming. The caseload consists of children on the Autism Spectrum Disorder, Down syndrome, Childhood Apraxia of Speech, expressive speech disorders, and other unidentified disorders.

Speech-Language Pathologist, 05/2013 to 10/2015
Sensation Station – Guilford, CT

Privately serviced a variety of ages. Responsibilities included conducting speech and language evaluations and providing individual treatment for articulation and language therapy.

Speech-Language Pathologist, 09/2016 to 06/2017
Connect-to-Talk – Wilton, CT

Contracted out to two schools in the New Haven Public School District. The first school had two self-contained classrooms (Kindergarten through fourth grade) with the majority of children diagnosed with autism. Responsibilities included conducting speech and language evaluations and developing IEPs and then attending PPT meetings. Additional responsibilities included collaborating with teachers and school team members, setting up AAC devices as well as a Picture Exchange Communication System to help facilitate communication, and conducting in-class instruction as well as individual and group pull-out

STEPHANIE GARDNER

73-1249 Kailua Drive, Kailua-Kona, HI 96740 • C: 307-389-1778 • steph.gardner82@gmail.com

instruction. The second school consisted of grades preschool through eighth grade. Responsibilities are the same as the first school but with children with vastly different needs. The caseload consists of children with ADHD, Autism Spectrum Disorder, language disorders, dyslexia, articulation disorders, and phonological disorders.

Speech-Language Pathologist 08/2017-present Stephanie Gardner, Private Contractor

Servicing multiple schools in the New Haven Public School District. One elementary school has two self-contained classrooms (Kindergarten through fourth grade) with most children diagnosed with autism. Responsibilities include conducting speech and language evaluations and developing IEPs and then attending PPT meetings. Additional responsibilities include collaborating with teachers and school team members, setting up AAC devices as well as a Picture Exchange Communication System to help facilitate communication, and conducting in-class instruction as well as individual and group pull-out instruction. Another school consists of grades preschool through eighth grade. Responsibilities are the same as the first school but with children with quite different needs. The caseload consists of children with ADHD, Autism Spectrum Disorder, language disorders, dyslexia, articulation disorders, and phonological disorders. The high school responsibilities include the responsibilities of the aforementioned schools.

Speech-Language Pathologist 09/2020-09/2022 West Hawaii Department of Education

EDUCATION

**Bachelor of Science: Speech, Language, & Hearing Sciences, 2005
University of Wyoming - Laramie, WY**

**Master of Science: Speech Language Pathology, 2007
University of Wyoming - Laramie, WY**

LICENSES AND CERTIFICATIONS

- ASHA Certification-current through December 2023
- Connecticut State License-current through December 2023
- Hawaii State License-current through December 2023

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

I, Stephanie Gardner, 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: Stephanie Gardner

Position Title: Speech-Language Pathologist

Assigned Site: New Haven Public Schools

Signature: Stephanie Gardner Date: 7/11/22

Dates of Partnership: 8/22/22 to 6/30/23

NHPS Supervisor:

Name: _____

Title: _____

Signature: _____ Date: _____

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

Contractor / Vendor Name	Stephanie Gardner
Contractor Address	73-1249 Kaiminani Drive Kailua-Kona HI 96740
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:

- Total number of contract workers as defined in Executive Order No. 13G provided under your contract 1
- 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) 0
- Are required to submit to and provide the results of COVID-19 testing because they are not fully vaccinated 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) _____
 - 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 _____
 - 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 1
 - 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:	Stephanie Gardner	Date:	7/11/22
Authorized Person Submitting Report:	Stephanie Gardner		
Title:	Speech-Language Pathologist		
Email Address:	Steph.gardner82@gmail.com	Phone:	307-389-1778