



NEW HAVEN PUBLIC SCHOOLS

## AGREEMENT COVER SHEET

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Dr. Brett Rayford

Doing Business As, if applicable:

Business Address: 192 Conestoga Way, Glastonbury, CT 06033

Business Phone: (860) 704-4181

Business email: Brett.Rayford@att.net

SS# OR Tax ID #: 298588008

Funding Source & Acct # including location code: 2503 - 5014 - 56694 -053

Principal or Supervisor: Michelle Bonora

Agreement Effective Dates: From 8/10/2021 To 06/30/22

Hourly rate or per session rate or per day rate: \$104.42/day

Total amount: \$10,000

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

This is a program to provide screening, triage, referral and mental health services attending New Haven Adult Education. This also provides topical seminars that address pressing social and mental health challenges for students and staff at New Haven Adult Education

Submitted by: Michelle Bonora, Principal Phone: (475) 220-8200  
New Haven Adult Education



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Michelle Bonora, Principal, New Haven Adult & Continuing Education Center  
**Date:** August 9, 2021  
**Re:** Agreement: Dr. Brett Rayford

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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:** Dr. Brett Rayford
2. **Description of Service:** This is a program to provide screening, triage, referral and mental health services attending New Haven Adult Education. This also provides topical seminars that address pressing social and mental health challenges for students and staff at New Haven Adult Education.
3. **Amount** of Agreement and hourly or session cost: \$10,000
4. **Funding Source** and account number: 2503 – 5014 – 56694-053

5. **Continuation/renewal or new Agreement? New Agreement**

**Answer all questions:**

- a. If continuation/renewal, has the cost increased? **No** If yes, by how much?
- b. What would an alternative contractor cost?
- c. If this is a continuation, when was the last time alternative quotes were requested?
- d. For new or continuation: is this a service existing staff could provide. If no, why not?

This is a new agreement. The existing staff cannot provide these services. The contractor is a licensed clinical psychologist. The costs have not increased and an alternative contractor would have higher costs. Students, faculty and para professionals also report that the professional development offerings were engaging and their understanding of the mental health topics covered increased.

6. **Type of Service:**

**Answer all questions:**

- a. Professional Development?
  - i. If this is a professional development program, can the service be provided by existing staff? If no, why not?

- b. After School or Extended Hours Program?
- c. School Readiness or Head Start Programs?
- d. Other: (Please describe)

The services are not professional development programs.

**7. 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? **No**
- e. Is this a renewal/continuation Agreement or a new service? **New**
- 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? **No** If yes, please explain:

**8. 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.

The contractor is a licensed clinical psychologist and has a strong training in clinical-community psychology. In partnership with the internship program at Yale University School of Medicine, he also brings pre-doctoral fellows and practicum students to assist in providing services and triage to the students and staff at New Haven Adult Education. Practicum students have come from University of Hartford, Southern Connecticut State University, Quinnipiac University, Springfield College, and Albertus Magnus University.

In this contract, the provider will be responsible for completing clinical intakes with the students referred by New Haven Adult Education Staff. These clinical intakes will identify what are the specific mental health deficits that may be undermining the students' academic success and develop in partnership with the students, faculty, and administration of New Haven Adult Education a plan to address. This plan may involve the delivery of direct services to the students and or referral to external entities better suited to provide these services. In the latter scenario, the contractor will serve as a conduit with these providers to monitor the ongoing receipt and engagement with the services being offered off site. These interventions are expected to evidence increase retention and continuation in educational services offered at New Haven Adult Education by the students deemed in need of the additional supports.

This provider will also work with the administration and staff of New Haven Adult Education to administer a school-wide assessment that briefly asks about their experiences in the community. This assessment will be used to identify the specific needs of the student body and potential staff development activities that could support those needs.

From the needs assessment, training modules will be developed that will inform and increase the faculty, staff, and administration's knowledge about best, or promising practices that address the challenges identified by students. These trainings are expected to increase the faculty and staffs' ability to offer academic instruction to students experiencing personal and social challenges that may otherwise undermine with academic pursuits. As a result of these trainings, the faculty will express being better able to manage the different behaviors in their classrooms, increase participation by students in their academic instruction, and fewer referrals for academic discipline of students.

This assessment will also help to build the social-development trainings that will be offered to students. These offerings will be focused on the specific challenges that the student body reports and will be presented from a harm-reduction perspective. This approach will allow the team led by Dr. Brett Rayford to do some psychoeducational activities with the larger student body that is focused on specific topic areas (e.g., depression and substance use). As part of these educational activities, the students will be made aware of the resources available within New Haven Adult Education and the greater New Haven community that could support their sobriety from the area of focus in the training. It is expected that these trainings will result in their greater ability to recognize these challenges in their daily lives, an increase in the academic connection of the students who engage in services, knowledge about supports inside of New Haven Adult Education to address these concerns and others supports in the Greater New Haven community.

b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?

The selected contractor has been working with New Haven Adult Education for the past year and this ongoing relationship has been successful in supporting our efforts to graduate students.

c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor:

This is a continuation of the services offered at New Haven Adult Education. The costs have not increased and an alternative contractor would have higher costs. Students, faculty and para professionals also report that the professional development offerings were engaging and their understanding of the mental health topics covered increased.

## 9. 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 providers will address the mental health challenges that these non-traditional students present with. These challenges may be long standing and related to why they were unsuccessful in their initial attempt at securing their educational goals.

Another group of students often neglected in this context are English language learners. These students who are migrating from a number of places often present with different and challenging circumstances that could undermine their success. The services offered will help to address and situational and contextual barriers that may negatively impact their academic goals.

Services and professional development trainings are often offered to students and faculty at New Haven Adult Education. These professional development offerings increase the skills and learning professional, para-professional staff, and students in the mental health related topics.

A needs survey will be administered to assess the specific events that the students experienced that may be undermining their academic success. Results from this survey will be used to develop training modules for the faculty and staff of New Haven Adult Education with the goal of this training positively impacting the academic instruction and interface with the 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?

As discussed in the specific skills set section of this memo, effectiveness of the services is evidenced by the positive involvement of the students in the services offered. Students offered clinical services often present for these services and report relief from the distress they were experiencing, evidence by their subsequent return for services. In addition, students continue through the programs offered at New Haven Adult Education and graduate. Faculty will also report greater ability to address these challenges and manage them as they present in their classrooms resulting in student reported greater academic connection, classroom management, and fewer discipline referrals.

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

This helps to support NHBOE efforts to provide its students with needed supports to be academically successful and fully involved and engaged populations.

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

The New Haven Adult & Continuing Education Center relies on Dr. Brett Rayford to provide direct mental, emotional, and social supports to students. Many of our students have trauma related conditions. Especially during these unprecedented traumatic times, the services provided are essential to the success of our students.





NEW HAVEN PUBLIC SCHOOLS

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

**The Consultation Center**

FOR DEPARTMENT/PROGRAM:

**New Haven Adult Education**

This Agreement entered into on the 10th day of August, 2021, effective (*no sooner than the day after Board of Education Approval*), the 10th day of August, 2021, by and between the New Haven Board of Education (herein referred to as the "Board" and, Dr. Brett Rayford located at, 192 Conestoga Way, Glastonbury, CT 06033 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$104.42 per day, for a total of 96 days.

The maximum amount the contractor shall be paid under this agreement: Ten thousand dollars (\$10,000). 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 State Adult Education **Program** of the New Haven Board of Education, **Account Number:** 2 5 0 3 - 5 0 1 4 - 5 6 6 9 4 **Location Code:** 0 5 3.

This agreement shall remain in effect from August 10<sup>th</sup>, 2020 to June 30<sup>th</sup>, 2022.

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

\*Provide clinical assessments, referrals, and treatment to students experiencing mental health disorders.

\*Provide professional development training to staff and support at New Haven Adult Education.

\*Provide topical training to students at New Haven Adult Education.

**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

**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'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.

**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

7/12/21  
Date

\_\_\_\_\_  
Date

Dr. Brett Rayford  
Contractor Printed Name & Title



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## 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.