



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Achievement First

Doing Business As, if applicable:

Business Address: 403 James Street, New Haven, CT 06513

Business Phone: 717-364-3432

Business email: JenniferRhoads@achievementfirst.org

Funding Source & Acct. # General Funds Account, account # 190-494-00-56694.
Location Code: 0490

Principal or Supervisor: Typhanie Jackson, Executive Director of Special Education and Student Services Department.

Agreement Effective Dates: From August 29, 2022. To June 30, 2023.

Hourly rate or Per session rate or Per day rate:

Total amount: \$482,926

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

Special education services for New Haven Public School students attending Amistad Academy Charter School and Elm City Charter Schools to comply with their Individualized Education Plan (IEP) for school year 2022-2023.

Submitted by: Typhanie Jackson, Director

Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Executive Director of SPED and Student Services
Date: July 27, 2022
Re: Contract – Achievement First

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:** Achievement First
2. **Description of Service:** Special Education services for New Haven students attending Amistad Charter School and Elm City Charter School to comply with their IEPs.
3. **Amount** of Agreement and hourly or session cost: \$482,926
4. **Funding Source** and account number: 190-494-00-56694, Location Code: 0490
5. Approximate number of staff served through this program or service: 20
6. Approximate number of students served through this program or service: 100
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
Renewal/ 3% increase \$14,065
 - b. What would an alternative contractor cost: Mandated by the state
 - 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? N/A

8. Type of Service:

Answer all questions:

- a. Professional Development? No
 - 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? N/A
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? N/A
- d. Is the Contractor a public corporation? N/A
- e. Is this a renewal/continuation Agreement or a new service? N/A
- f. If it is a renewal/continuation has cost increased? If yes, by how much? Yes renewal/yes 3% increase (\$14,065)
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No

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: This contractor has the ability to provide mandated special education services.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Mandated by the state
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A, feedback and previous history
- d. Who were the members of the selection committee that scored bid applications? N/A
- 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. Mandated by the state

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? To provide state mandated special education services to students with special needs attending Amistad Academy Charter School and Elm City Charter School.

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal/The effectiveness with be demonstrated by ongoing meeting, IEP review and staff/parent feedback throughout the school year 2022-2023.
 - c. How is this service aligned to the District Continuous Improvement Plan? The district's continuous improvement plan is by providing high quality services to students with special needs.
12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as the district maintains oversight of reimbursement which does not exceed that of what is provided for students within the NHPS district.
13. What are the implications of not approving this Agreement? The implications of not approving the agreement is that we will not be meeting state compliance.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

**Agreement
By and Between
The New Haven Board of Education
AND**

Achievement First

For Department/Program

Student Services/Special Education

This agreement entered into on the 18th, day of July, 2022 effective the 9th day of August, 2022 by and between the New Haven Board of Education (herein referred to as the “Board”) and **Achievement First**, located at **403 James Street, New Haven, CT 06513** (herein referred to as the “Contractor”).

COMPENSATION: The Board shall pay the contractor for satisfactory performance of services required at a rate of in the amount of **\$482,926**.

The maximum amount the contractor shall be paid under this agreement: **Four Hundred Eighty-Two Thousand Nine Hundred Twenty-Six Dollars (\$482,926)**. 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 Special Help Contractual Services Program** of the New Haven Board of Education, **Account Number:190-494-56694**. **Location Code: 0490**

This agreement shall remain in effect from August 29th, 2022 to June 30th, 2023.

SCOPE OF SERVICE: Must be related to classroom studies and District Curriculum shall consist of (attach additional page if more space is needed):

- **Special education services for New Haven students attending Amistad Academy Charter School and Elm City Charter School to comply with their IEP’s.**

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

Exhibit B: Student Data and Privacy Agreement: Attached

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

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

Laura Etkind
(Contractor Signature)

President
New Haven Board of Education

8/31/22
Date

Date

Laura Ann Etkind
Contractor Name Printed or Typed



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.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Achievement First Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Not for profit corporation	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 370 James St, Suite 404	Requester's name and address (optional)
6 City, state, and ZIP code New Haven, CT 06513	
7 List account number(s) here (optional)	

See Specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number															
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6	5	-	1	2	0	3	7	4	4						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 03/30/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONTRACTOR ASSESSMENT

Vendor Name: Achievement First

Project Description: Achievement First will provide special education services to New Haven Public School students attend Amistad Charter School and Elm City Charter School.

Evaluator: Typhanie Jackson

Date July 19, 2021

	Unacceptable			Excellent		Not applicable
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance				X		
2. Effectiveness of consultation					X	
3. Ability to communicate with staff and parents					X	
4. Monitor and maintain social emotional behavioral records				X		
5. Appropriate recommendations for student programming				X		
Working relationship of contractors with district						
6. Timely submission of department data					X	
7. Positive feedback from staff and families					X	
8. Collegial, collaborative relationships with building professionals					X	
Implementation of practice across the district						
9. Flexibility in scheduling					X	
10. Team work with teacher and other professionals				X		
11. Individual/building training of social emotional behavioral strategies				X		