



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT COVER SHEET  
TO BE COMPLETED BY DISTRICT EMPLOYEE**

**PLEASE ATTACH TO AGREEMENT**

**PLEASE TYPE**

**CONTRACTOR FULL NAME:** Booker T. Washington Academy Charter

**DOING BUSINESS AS, IF APPLICABLE:**

**BUSINESS ADDRESS:** 804 State Street, New Haven, CT 06511

**BUSINESS PHONE:** 203-691-6535

**BUSINESS EMAIL:** john.taylor.btwa@gmail.com

**SS# OR TAX ID #:**

**PREPARED BY:** Typhanie Jackson, Director of Special Education/Student Services  
Department

**PRINCIPAL OR SUPERVISOR:** Typhanie Jackson, Director of Special Education/Student  
Services Department

**AGREEMENT EFFECTIVE DATES:** **From:** 08/24/2020. To: 06/30/2021.

**HOURLY/ DAY/or PER SESSION RATE:**

**TOTAL AMOUNT:** \$57,963

**DESCRIPTION OF SERVICE:** Special education services for New Haven students attending  
Booker T. Washington Academy Charter School and to comply with their IEP's.

In addition, please attach a detailed scope of service and a copy of the Contractor's resume:

Submitted by: Typhanie Jackson Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Typhanie Jackson, Director of Special Education/Student Services  
**Date:** July 21, 2020  
**Re:** Booker T. Washington Academy Charter

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**Executive Summary/ Statement:** Approval is requested for an Agreement by and between the New Haven Board of Education and Booker T. Washington Academy to provide special education services for New Haven students attending Booker T. Washington Academy and to comply with their IEPs.

**Amount of Agreement and the Daily, Hourly or per Session Cost:** The contract amount is \$57,963 per year for up to 182 days.

**Funding Source & Account #: IDEA Handicapped Account, Location Code: 0000**  
IDEA Special Funds (Individual with Disabilities Act) Account # 2504-5034-56903 (*pending receipt of funds*) Location Code: 000

**Key Questions:** (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. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?  
This contract is strategically aligned to the department's goal to provide high quality services to students with special needs.
2. What specific need will this contractor address?  
All special education services as indicated by their IEP.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:  
This contractor is selected in accordance to State Charter rules for special education services payment
4. If this is a continuation service, when was the last time the alternatives were sought?  
Continuation of services.

5. What specific skill set does this contractor bring to the project? Certified special education teachers
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): Compliance with state law
7. Is this a new or continuation service? Continuation
8. If this is a continuation service has cost increased?
  - a) If yes, by how much? Yes 3% increase (\$1,688)
  - b) What would an alternative contractor cost? N/A
  - c) Is this a service existing staff could provide? Why or why not? N/A
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?  
Through communication within PPTs, report writing, and observational data during the 2020-2021 school year.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review) N/A
11. If the service is a professional development program, can the training be provided internally, by district staff?
  - a) If not, why not? N/A
  - b) How will the output of this Agreement contribute to building internal capabilities? N/A
12. Why do you believe this Agreement is fiscally sound?  
This contract is fiscally sound as the district maintains oversight of reimbursement which does not exceed that of what is provided for students with special needs with the New Haven Public Schools.
13. What are the implications of not approving this Agreement? The implication of not approving this agreement is that we may not meet the legal requirements outlined in students' IEP.



NEW HAVEN PUBLIC SCHOOLS

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

**Booker T. Washington Academy Charter**

**FOR DEPARTMENT/PROGRAM:**

**Student Services/Special Education Department**

This agreement entered into on the 21<sup>st</sup> day of July, 2020 effective the 24<sup>th</sup> day of August, 2020 by and between the New Haven Board of Education (herein referred to as the “Board”) and, Booker T. Washington Academy Charter located at 804 State 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 \$57,963 per school year for up to a maximum of 182 day(s).

The maximum amount the contractor shall be paid under this agreement: Fifty Seven Thousand Nine Hundred Sixty Three Dollars (\$57,963). 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 IDEA Special Funds Program of the New Haven Board of Education, Account Number: 2504-5034-56903. *(pending receipt of funds)* Location Code:0000

This agreement shall remain in effect from August 24<sup>th</sup>, 2020 to June 30<sup>th</sup>, 2021.

**SCOPE OF SERVICE:**

- **Special education services for New Haven students attending Booker T. Washington Academy Charter School and to comply with their IEP's.**

**Under this agreement, New Haven Public Schools will be responsible for:**

- **Providing all related service support in alignment with individual student IEP goals**
- **Calling and conducting all Planning and Placement Team meetings**
- **Finalizing all IEPs**
- **Informing parents and BTWA of and scheduling meetings for:**
  - **Annual Review**
  - **Re-evaluations**
  - **Notice of Planning and Placement Team meetings**
  - **Notice and consent to conduct initial evaluation**
  - **Determining placement of students**

**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*. 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'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.

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.

Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

Date

6/22/20

\_\_\_\_\_  
Date

John A. Taylor Jr.

\_\_\_\_\_  
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.

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Booker T. Washington Academy</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other ▶ <b>501c3</b>	
<input checked="" type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>804 State Street</b>	Requester's name and address (optional) <b>City of New Haven</b>
City, state, and ZIP code <b>New Haven, CT 06511</b>	<b>200 Orange Street</b> <b>New Haven CT 06510</b>
List account number(s) here (optional)	

### 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								
2	7	2	9	2	4	6	2	5

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### 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. person (including a U.S. resident alien).

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 on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>6/22/20</b>
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

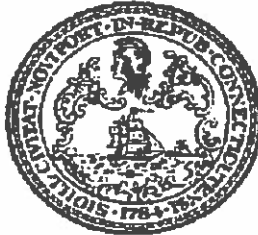
# THE CITY OF NEW HAVEN

## BUREAU OF PURCHASES

200 Orange Street

New Haven, Connecticut 06510  
(203) 946-8201 - FAX (203) 946-8206

**JUSTIN ELICKER**  
Mayor



**Michael V. Fumiatti**  
Purchasing Agent

### DISCLOSURE & CERTIFICATION AFFIDAVIT OF OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN

VENDOR NAME	Booker T. Washington Academy
VENDOR ADDRESS	804 State Street, New Haven CT 06511
TELEPHONE /FAX	(203) 691-6535
CONTACT/E-MAIL ADDRESS	JOHN TAYLOR/JOHN.TAYLOR@BTWACS.ORG
SOLICITATION TITLE	IDEA SPECIAL FUNDS PROGRAM
SOLICITATION NUMBER	2504-5034-56903

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

State of Connecticut County of New Haven Ss.

John A. Taylor Jr  
(type or print your name above)

being first duly sworn, deposes and says that:

1. I am owner, partner, officer, representative, agent or \_\_\_\_\_ of: Booker T. Washington Academy  
(circle one) Company Name (if individual type your name)

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

- The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
- Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
- Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of New Haven
- Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of New Haven
- The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor owes back taxes and has executed an agreement, satisfactory to the tax collector, to pay said back taxes in installment payments and the payments under said agreement are not in default. The agreement shall be attached, and incorporated herein by reference.



4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized): This does not mean ALL employees - just officers, owners etc.

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ) :

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ) :

Organization Name	Address	Type of Ownership		
1 None				
2				

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ) :

Name	Title	DOB	Stock %	
1 None				
2				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of New Haven, if none state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ) :

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 None				
2				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

(Signed)

*Ethan Donovan*  
Exec. Director

Ethan Donovan  
Notary Public Connecticut  
My Commission Expires  
02/28/2022

Subscribed and sworn to before me this 23rd day of June 2020

*Notary Public*  
My commission expires February 28, 2022

This Form Must be Notarized