

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

PLEASE ATTACH TO AGREEMENT

PLEASE TYPE

CONTRACTOR FULL NAME: Highville Charter School

DOING BUSINESS AS, IF APPLICABLE:

BUSINESS ADDRESS: 1 Science Part, New Haven, CT 06511

BUSINESS PHONE: 203-287-0528

BUSINESS EMAIL: emassie@highvillecharter.com

SS# OR TAX ID #: 26-0858723

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:08/30/2021 . To:06/30/2022.

HOURLY/ DAY/or PER SESSION RATE:

TOTAL AMOUNT: \$ \$67,727

- **DESCRIPTION OF SERVICE:** Special Education services for New Haven students attending Highville 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, Director

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 20, 2021
Re: Highville Charter School Contract

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:** Highville Charter School
2. **Description of Service:** To provide special education services for New Haven students attending Highville Charter School and to comply with their IEPs
3. **Amount** of Agreement and hourly or session cost: \$67,727 for school year 2021-2022
4. **Funding Source** and account number: General Funds Contractual Account, account # 190-494-00-56694
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
Renewal/Increase 3% (\$1,973)
 - b. What would an alternative contractor cost: N/A
 - 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?
No
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? No
 - b. After School or Extended Hours Program? No
 - c. School Readiness or Head Start Programs? No
 - d. Other: (Please describe)

7. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- 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? Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
Renewal/Increase 3% (\$1,973)
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes, by way of providing special education services to students.

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. By providing special education services to our students
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Sole Source
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: N/A

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? Providing special education services to students as indicated in their IEPs.
 - b. If this is a renewal/continuation services attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal/data that demonstrates effectiveness will be collected through communication within PPTs, report writing, and observational data during the 2021-2022 school year.
 - c. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the district continuous improvement plan to provide high quality services to students with special needs attending Highville Charter School.
10. 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.
11. What are the implications of not approving this Agreement? The implication of not approving this agreement is that we may not meet the legal requirement outlined in students' IEP.



NEW HAVEN PUBLIC SCHOOLS

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

Highville Charter School

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 20th, day of July, 2021 effective the 10th, day of August, 2021 by and between the New Haven Board of Education (herein referred to as the "Board") and, Highville Charter School located at 1 Science Part, 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 \$67,727 per school year for up to a maximum of 182 day(s).

The maximum amount the contractor shall be paid under this agreement: Sixty Seven Thousand Seven Hundred Twenty Seven Four Dollars (\$67,727). 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 Contractual Services Program** of the New Haven Board of Education, **Account Number: 190-494-00-56694. Location Code: 0000.**

This agreement shall remain in effect from August 30th, 2021 to June 30th, 2022.

SCOPE OF SERVICE:

- **Special Education services for New Haven students attending Highville 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 Highville Charter School 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**

- **Providing parents and Highville Charter School with copy of evaluation results**
- **Providing parents and Highville Charter School with copy of IEP**
- **Providing Highville Charter School with copy of all notice documentation for placement in student file**
- **Following Child Find regulations, and collaborating with School Choice office to obtain list.**
- **Providing copy of IEPs or access to copies (IEP Direct) for all Choice enrolled students.**
- **Ensuring quarterly progress monitoring for related services and providing Highville Charter School with a copy of progress monitoring documents for student files.**
- **NHPS related service staff will inform Highville Charter School of their schedule and any noted changes**
- **All responsibilities will be completed in accordance with federal and state mandates**

Under this agreement, the Highville Charter School will be responsible for:

- **Delivering special education services for all Highville Charter School students with a current IEP**
- **Referring students to Planning and Placement Team (Child Find) when student's behavior, academic performance or attendance is unsatisfactory**
- **Attending all Planning and Placement Team meetings**
- **Drafting goals for individual student IEPs and submitting recommended goals to NHPS special education office at least 5 days prior to Planning and Placement Team meeting**
- **Participating in all discussions related to amending IEPs and assisting in obtaining parent consent to amend IEP when necessary (in lieu of Planning and Placement Team meeting)**
- **Collaborating with NHPS to communicate with parents about the following:**
 - **Annual Review**
 - **Re-evaluations**
 - **Notice of Planning and Placement Team meetings**
 - **Notice and consent to conduct initial evaluation**
- **Performing quarterly progress monitoring**
- **Providing parents and NHPS with copies of progress monitoring report and placing copy in student records**
- **Sending NHPS list of choice enrolled students as soon as choice enrollment process is completed**
- **Completing all responsibilities in a timely manner**

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' 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

7-2-21

Date

Esther Massie, Director of Finance
Highville Charter School, Inc.

Contractor Name Printed or Typed

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.

Revised: 10/2/18

CONTRACTOR ASSESSMENT

Vendor Name: Highville Charter School

Project Description: To provide special education services for New Haven students attending Highville Charter School

Evaluator: Typhanie Jackson

Date: July 02, 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		

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	Highville Charter School, Inc.
VENDOR ADDRESS	One Science Park, New Haven, CT 06511
TELEPHONE /FAX	203.287.0528/203.497.9899
CONTACT/E-MAIL ADDRESS	EMASSIE@HIGHVILLECHARTER.COM
SOLICITATION TITLE	GENERAL FUNDS CONTRACTUAL SERVICES PROGRAM
SOLICITATION NUMBER	190-494-56694

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

- "Contract" means any Public Contract as defined below.
- "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- "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.
- "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.

Esther Massie being first duly sworn, deposes and says that:
(type or print your name above)

1. I am owner, partner, officer, representative agent or _____ of _____ Highville Charter School, Inc.
(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	Linda Baylor	Chairperson	Board of Directors	Board Service	12/15/80
2	Jamarr Daniels	Vice Chairperson	Board of Directors	Board Service	9/12/92
3	Alexis Smith	Secretary	Board of Directors	Board Service	12/24/78
4	Jessica Philpotts	Treasurer	Board of Directors	Board Service	07/09/79

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			

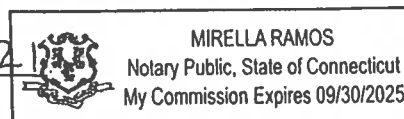
I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

(Signed) *ERM* Director of Finance

Title:

Subscribed and sworn to before me this 2 day of 7, 2014

[Signature]
(Title)
My commission expires _____, _____.



This Form Must be Notarized



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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Highville Charter School, 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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1 Science Park

6 City, state, and ZIP code
New Haven, CT 06511

7 List account number(s) here (optional)

Requester's name and address (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 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

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

2	6	-	0	8	5	8	7	2	3
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ 01-21-20

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.