



NEW HAVEN PUBLIC SCHOOLS

CONTRACTOR FULL NAME: ASD Fitness

DOING BUSINESS AS, IF APPLICABLE:

BUSINESS ADDRESS: 307 Racebrook Road Orange, CT 06477

BUSINESS PHONE: 203-553-9507

BUSINESS EMAIL: adam@asdfitnesscenter.com

SS# OR TAX ID #:

PREPARED BY: Typhanie Jackson

PRINCIPAL OR SUPERVISOR: Typhanie Jackson, Director of Student Services

AGREEMENT EFFECTIVE DATES: From: 08/30/2021. To: 06/30/2022

HOURLY/ DAY/or PER SESSION RATE: 37 Weeks for a maximum of 148 students

TOTAL AMOUNT: \$69,000

DESCRIPTION OF SERVICE: The contractor will provide adaptive physical education classes to small groups of students with high incident disabilities from the following New Haven Public Schools: Brennan-Rogers, Celentano, Nathan Hale, Fair Haven, Bishop Woods, East Rock, Lincoln Bassett, Wexler Grant and Wilbur Cross. Students range from grades K-12 and are all identified special education students.

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: Tuesday, July 20, 2021
Re: Contract ASD Fitness Center

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:** ASD Fitness Center

2. **Description of Service:**

The contractor will provide adaptive physical education classes to small groups of students with high incident disabilities from the following New Haven Public Schools: Brennan-Rogers, Celentano, Nathan Hale, Fair Haven, Bishop Woods, East Rock, Lincoln Bassett, Wexler Grant and Wilbur Cross. Students range from grades K-12 and are all identified special education students.

3. **Amount** of Agreement and hourly or session cost: \$69,000 for 37 weeks during the 2021-2022 school year.

4. **Funding Source** and account number: IDEA Handicapped Special Funds Account Program, Account # 2504-5034-56903 Location Code: 0000, (*pending receipt of funds*)

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

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? Yes
Continuation/No increase in cost
- b. What would an alternative contractor cost: N/A-no other vendor in area providing similar service
- 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?
Yes if trained-expertise in adaptive physical education and working with students with low incidence disabilities which is currently unavailable for summer.

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? 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? Renewal
- 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: no

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. This contractor brings a specific skill set to provide adaptive physical education for 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? This contractor will provide a need to address students who require modifications to current physical education programming to include an understanding of students who are serviced primarily within our specialized classroom programs.
- b. If this is a renewal/continuation services attach a copy of the evaluation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the district continuous improvement plan whereby providing equity and access for services according to the needs of students with disabilities who require adaptive physical education.

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

Yes, this agreement is fiscally sound. ASD Fitness Center was chosen based on a combination of a review of their prospectus, recommendation letters from medical doctors, and specialists, testimonials from parents, other Leas and RESCs, as well as observations of ASD Fitness Center classes. Furthermore, the passion, dedication, and drive ASD Fitness staff brings to their mission of promoting the benefits of physical fitness to students with specific needs benefits those New Haven Public School children with the highest needs, the opportunity to improve their overall quality of life.

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 requirements in cases outlines through a student's IEP.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

ASD Fitness Center

FOR DEPARTMENT/PROGRAM:

Special Education/Student Services Department

This Agreement entered into on the 20th day of July 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, ASD Fitness Center located at, 307 Racebrook road, Orange, CT 06477 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$69,000 for 37 weeks during the 2021-2022 school year for 10 classes per week up to a maximum of 148 students.

The maximum amount the contractor shall be paid under this agreement: Sixty Nine Thousand Dollars (\$69,000). 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 IDEA Handicapped Special Funds Account Program of the New Haven Board of Education, **Account Number:** 2504-5034-56903, **Location Code:** 0000, (pending receipt of funds)

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

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

The contractor will provided adaptive physical education classes to small groups of students with special needs from the following New Haven schools: Brennan-Rogers, Celentano, Nathan Hale, Fair Haven, Bishop Woods, East Rock, Lincoln Bassett, Wexler Grant and Wilbur Cross. Students range from grades K-12 and all are identified special education students.

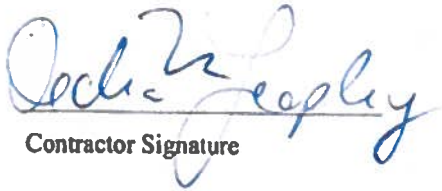
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

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

7/16/21
Date

Date

Dedra M. Leapley
Contractor Printed Name & Title
Owner, ASD Fitness Center



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: ASD Fitness Center

Project Description: To Adaptive Physical Education classes for 2021-2022 school year.

Evaluator: Typhanie Jackson

Date: July 20, 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			

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. Fumlati
Purchasing Agent

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

VENDOR NAME	Autism Health and Fitness Center
VENDOR ADDRESS	307 Racebrook Road, Orange, CT 06477
TELEPHONE / FAX	203-553-9507
CONTACT/E-MAIL ADDRESS	apleapley@yahoo.com
SOLICITATION TITLE	Founder
SOLICITATION NUMBER	203-671-0601

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.
Dedra Leapley being first duly sworn, deposes and says that:
(type or print your name above)

- I am (owner), partner, officer, representative, agent or _____ of: Autism Health and Fitness Center
(circle one) Company Name (if individual type your name)
- I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
- 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 Adam Leapley	Founder	Autism Health and Fitness Center	APE-Summer	4/25/63
2 Debra Leapley	Owner	Autism Health and Fitness Center	APE-Summer	12/22/73
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 Adam Leapley	Founder	Autism Health and Fitness Center	Fitness	4/25/63
2 Debra Leapley	Owner	Autism Health and Fitness Center	Fitness	12/22/73
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 Autism Health and Fitness Center	Orange, CT	307 Racebrook Road
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) Debra Leapley Title: Owner

Subscribed and sworn to before me this 21st day of May 2021

[Signature]
(Title) VP, Branch Manager
My commission expires Sept 30, 2021

This Form Must be Notarized

City of New Haven Disclosure & Certification E-Form - Rev 06/09

LUCIA PANICO
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 2021

**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)
Autism Health and Fitness Center

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other *LLC* Exempt from backup withholding

Address (number, street, and apt. or suite no.)
307 Racebrook Road

City, state, and ZIP code
Orange, CT 06477

List account number(s) here (optional)

Requester's name and address (optional)
City of New Haven
200 Orange Street
New Haven CT 06510

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

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or

Employer identification number

4	6	3	6	0	6	6	8	6
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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:

- 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. 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.)

Sign Here Signature of U.S. person *Debra Japley* Date *5/21/21*

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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:

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

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

JOSEPH, JENNIFER

From: JOSEPH, JENNIFER
Sent: Wednesday, July 14, 2021 8:30 AM
To: Dedra Leapley (dleapley@gmail.com); Adam Leapley (apleapley@yahoo.com)
Subject: FW: CONTRACT - ASD FITNESS CENTER - 08-30-2021 - 06-30-2022.docx
Attachments: CONTRACT - ASD FITNESS CENTER - 08-30-2021 - 06-30-2022.docx

Good Morning

I previously sent
I need the signed
2021.

Sent out for signature

the start date of August 30,

Thank you and

From: JOSEPH
Sent: Monday
To: Dedra Leapley
Subject: CONTRACT

~~6/28/21~~
Re Sent 7/14/21

Good Day,

Please see the attached contract between NHPS and ASD Fitness Center. Please sign and email back to me as soon as possible.

Thank you and have a great day.

*Jennifer Joseph
Management Analyst IV
New Haven Public Schools
54 Meadow Street, 3rd floor
New Haven, CT 06519
Phone - 475-220-1768
Fax - 203-946-7358*

Thank you and have a great day.

JOSEPH, JENNIFER

From: JOSEPH, JENNIFER
Sent: Monday, June 28, 2021 12:49 PM
To: Dedra Leapley (dleapley@gmail.com); Adam Leapley (apleapley@yahoo.com)
Subject: CONTRACT - ASD FITNESS CENTER - 08-30-2021 - 06-30-2022.docx
Attachments: CONTRACT - ASD FITNESS CENTER - 08-30-2021 - 06-30-2022.docx

Good Day,

Please see the attached contract between NHPS and ASD Fitness Center. Please sign and email back to me as soon as possible.

Thank you and have a great day.

*Jennifer Joseph
Management Analyst IV
New Haven Public Schools
54 Meadow Street, 3rd floor
New Haven, CT 06519
Phone - 475-220-1768
Fax - 203-946-7358*

Thank you and have a great day.