

**CONTRACTOR:** Baystate Interpreters, Inc. **AMENDMENT #:** 1

**GRANT # if applicable:** n/a **AGREEMENT #:** 91351079

**GRANT NAME:** n/a **DATE:** 1/12/23

**AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$18,000**

**AMOUNT OF THIS AMENDMENT: \$7,000**

**AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$25,000**

**FUNDING SOURCE & ACCT # FOR AMENDMENT:** General Funds World Language 190-41700-56697-0000

**DESCRIPTION AND NEED FOR AMENDMENT:** This is the first year we are using a professional translation service for special education and other documents. Special education translation needs are difficult to predict and we are required to provide translation services when they are requested. We have already spent \$11,975 of the current contract. In anticipation of spring PPTs and evaluations, I would like to add funds to ensure we are covered for the rest of the school year.

**ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT**

CONTRACTOR'S SIGNATURE: \_\_\_\_\_ 1/12/2023  
(Name) (Date)

Director of Business Development  
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

91351079

Rev: 8/10/2020



NEW HAVEN PUBLIC SCHOOLS

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

**Baystate Interpreters, Inc.**

FOR DEPARTMENT/PROGRAM:

**Districtwide Translation Services (World Languages Department)**

This Agreement entered into on the 11<sup>th</sup> day of July 2022, effective (*no sooner than the day after Board of Education Approval*), the 12<sup>th</sup> day of July 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Baystate Interpreters, Inc. located at, 55 Lake Street Suite 300, Gardner, MA 0144 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of (1) for face-to-face in person translation: \$70/hour Spanish, \$75/hour Arabic & other top 10 languages, \$80/hour Pashto & others, (2) remote interpreting (Zoom/Google) at \$1.50/minute (1 hour minimum), and (3) document translation services for \$0.11/word for Spanish and \$0.14-\$0.17/word for other languages, for a total not to exceed \$18,000.

The maximum amount the contractor shall be paid under this agreement: eighteen-thousand dollars (\$18,000). 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 General Funds of the New Haven Board of Education, **Account Number:** 190-41700-56697 **Location Code:** 0000.

This agreement shall remain in effect from 7/12/22 to 6/30/2023.

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

Baystate Interpreters, Inc. provides in-person and remote interpretation and document translation. They will provide interpreters for all special education meetings, translation of documents, and translation at Board and other public meetings.

**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' 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

6/15/2022  
Date

15JUL2022  
Date

Jeff LeBlanc Director of Business Development  
Contractor Printed Name & Title

Revised: 11/27/19



**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



Baystate Interpreters, Inc.

55 Lake Street Suite 300

Gardner, MA 01440

Tel: (978)-632-1662

Fax: (978) 632-1772

[www.baystateinterpreters.com](http://www.baystateinterpreters.com)

### Onsite Interpreters

Baystate Interpreters require a **2-hour minimum scheduling fee** and has a **24-hour cancellation policy**. Baystate Interpreters reserves the right to evaluate assignment requests and with proper notification adjust the fee schedule below. Thank you for this opportunity and we look forward to serving you.

In Person Interpreting Services Spanish						
Spanish	Education	Emergency	Holiday	Medical/Leal/Technical	Over 8 Hours	Weekends
Per Hour	\$70	\$80	\$75	\$75	\$62.50	\$75

In Person Interpreting Services Top 10 Languages Arabic, Cantonese, Farsi, French, Italian, Korean, Mandarin, Portuguese, Russian, Vietnamese						
Top 10 Languages	Education	Emergency	Holiday	Medical/Leal/Technical	Over 8 Hours	Weekends
Per Hour	\$75	\$85	\$80	\$80	\$67.50	\$80

In Person Interpreting Services All other Language						
All Other Languages	Education	Emergency	Holiday	Medical/Leal/Technical	Over 8 Hours	Weekends
Per Hour	\$80	\$90	\$80	\$85	\$72.50	\$85

**General Business & Medical Services:** medical exams, recorded statements, business meetings, social services and conferences.

**Priority Coverage (Emergency):** Requests received with less than 24 hours' notice. Additional \$10.00 an hour fee will apply.

**Simultaneous Interpretation:** We do offer please request a quote for this service.

**24 Hour Cancellation policy:** Appointment must be cancel prior to 24 hour of appointment during business hours M-F 8am-5pm so not to be charge the full price of appointment. If canceled after 24 hour of appointment during business hours M-F 8am-5pm will be charged the full price of the appoint

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### Document Translation

Baystate Interpreters, Inc. provides document translations in a wide variety of languages. If you do not see the target language in our list below please ask us about its availability. Thank you for this opportunity and we look forward to serving you.

Document Translation Services Spanish				
Spanish	Education	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days	Medical/Leal/Technical	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days
Per Word	\$0.11	Added \$0.02 per word	\$0.12	Added \$0.02 per word

Document Translation Top 10 Languages  Arabic, Cantonese, Farsi, French, Italian, Korean, Mandarin, Portuguese, Russian, Vietnamese				
Top 10 Languages	Education	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days	Medical/Leal/Technical	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days
Per Word	\$0.14	Added \$0.02 per word	\$0.15	Added \$0.02 per word

Document Translation All other Language				
All Other Languages	Education	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days	Medical/Leal/Technical	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days
Per Word	\$0.17	Added \$0.02 per word	\$0.18	Added \$0.02 per word

#### **General Business, Medical and Legal Documents:**

A minimum translation fee of \$25.00 applies to all documents where word count cost is under \$25

Notarized documents require an additional \$25.00 fee.

**Cancellation policy:** Once you have given us the ok to move forward with any translation and then decided to cancel the translation. You will pay for the translation that has been done up to the point of cancellation.

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## Virtual Remote Interpreting (Zoom, Google Hangout, Etc.)

### Tier 1

Spanish

### Tier 2

Albanian, Amharic, Arabic, Armenian, Balinese, Bengali, Bosnian, Bulgarian, Burmese, Cantonese, Cape Verdean, Chinese, Croatian, Czech, Dutch, Ethiopian, French, German, Greek, Gujarati, Haitian Creole, Hebrew, Hindi, Hmong, Hungarian, Indonesian, Italian, Japanese, Khmer (Cambodian), Kikuyu, Kirundi, Korean, Krahn, Laotian, Liberian, Lithuanian, Mandarin, Nepali, Nigerian, Oromo, Pashto, Persian (Farsi), Polish, Portuguese, Punjabi, Romanian, Russian, Serbo, Sinhala, Somalian, Sundanese, Swahili, Tagalog, Tamil, Telugu, Thai, Tibetan, Tigrinya, Toishanese, Turkish, Twi, Ukrainian, Urdu Vietnamese

### Tier 3

All other spoken languages that are not listed above

### Consecutive Virtual Remote Interpreting Rates

Tier 1: \$1.50 per min

Tier 2: \$1.50 per min

Tier 3: \$1.50 per min

### Simultaneous Virtual Remote Interpreting Rates

Tier 1: \$1.75 per min

Tier 2: \$2.00 per min

Tier 3: \$2.25 per min

### **\*\*Business Rules:**

### **\*\*Min of 1 hour per meeting for Virtual**

**\*\*\*24 Hour Cancellation policy:** Appointment must be canceled prior to 24 hours of appointment during business hours M-F 8am-5pm so not to be charged the full price of appointment. If canceled after 24 hours of appointment during business hours M-F 8am-5pm will be charged the full price of the appointment.

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