



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Hernando Diosa

Doing Business As, if applicable:

Business Address: 40 Pine View Drive, East Haven 06512

Business Phone: 203-435-4246

Business email: showlatino@yahoo.com

Funding Source & Acct # including location code: Title I #2531-5265-56694-0062

Principal or Supervisor: Jessica Haxhi, World Languages Supervisor

Agreement Effective Dates: From 05/15/2023. To 6/9/2023.

Hourly rate or per session rate or per day rate.

Total amount: \$8,000

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

Mr. Diosa will provide books, and an intensive 3-week reading and writing experience for three upper-level native/heritage speaker and AP Spanish classes at Hillhouse. It will be based on his book, *Determinación*, and he will collaborate with students to write their own stories for web publication.

Submitted by: Jessica Haxhi Phone: 475-220-1405



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Jessica Haxhi, Supervisor of World Languages
Date: May 1, 2023
Re: *Determinación* Spanish Reading & Writing Experience for Hillhouse Spanish Classes

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:** Hernando Diosa
2. **Description of Service:** Mr. Diosa will provide books, and an intensive 3-week reading and writing experience for three upper-level native/heritage speaker and AP Spanish classes at Hillhouse. It will be based on his book, *Determinación*, and he will collaborate with students to write their own stories for web publication.
3. **Amount** of Agreement and hourly or session cost: \$8,000
4. **Funding Source** and account number: Title I #2531-5265-56694-0062
5. Approximate number of staff served through this program or service: 2 Spanish Teachers
6. Approximate number of students served through this program or service: 65 students in 3 classes.
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? First time
 - b. What would an alternative contractor cost: n/a see below.
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - d. For new or continuation: is this a service existing staff
 - e. could provide. If no, why not? Mr. Diosa's life experiences and authoring experience while writing the book *Determinación* make him a unique resource for students. His personal story is inspirational to students; his writing skills as an author will allow him to guide students through a process of writing their own stories (or imaginary narratives).
8. **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? n/a
- b. After School or Extended Hours Program? n/a
- c. School Readiness or Head Start Programs? n/a
- d. Other: (Please describe) Mr. Diossa will guide students in Native/Heritage Speaker and AP Spanish classes at James Hillhouse High School through the reading of his book, *Determinación*, in Spanish. Concurrently, students will begin to write their own stories, either personal or imagined, under the guidance of Mr. Diossa. They will collaborate with the author to review, edit, and finalize their stories for publication on a website to be shared internally with all Spanish classes in NHPS. Therefore, the stories written by our own Spanish speakers will become the reading content for our own Spanish learners. With this agreement, Mr. Diossa will provide 70 books for students, attendance at 3 weeks of classes (5/15-6/9), reading and feedback on student written work, and the organization of a culminating field trip to a local Columbian restaurant.

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? Minority
- 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? New service
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: As the 2 Spanish teachers involved observe Mr. Diossa's work in assisting students to build their Spanish writing skills, they will also be building skills in how to help students with the writing process.

10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: Mr. Diossa was born in Columbia and emigrated to New Haven in the early 1970s. His personal story is filled with challenges, which he overcame to go on to be a reporter, newspaper director and New Haven Editor at "La Voz Hispana of Connecticut." He has received Official Citations for his work by the General Assembly of Connecticut, the West Haven Mayor's office, the Board of Aldermen in New Haven, the National Hispanic Heritage group in New Haven, and from the Office of Senator Blumenthal. For this particular work, he mirrors the skills set of many of our students as a hard-working immigrant to New Haven. He will inspire them to use their writing skills as a ladder, a journal, and a lever for justice.

- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Mr. Diosa has a unique set of skills as a published author, New Haven native, and Spanish speaker.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? Mr. Diosa has a unique set of skills as a published author, New Haven native, and Spanish speaker.
- d. Who were the members of the selection committee that scored bid applications? n/a
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.

11. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met?

Students in upper-level Spanish classes (AP and Native/Heritage Speaker) at James Hillhouse High School have strong Spanish speaking skills. The challenge for many is to develop their reading and writing skills. This contractor will assist students to read a complex, detailed biography in Spanish and then walk them through the steps of writing their own real or imagined biography/narrative. For most students in these classes, Spanish is their first or heritage language. Development of their reading/writing skills through reading/writing *strategy instruction* in Spanish will directly support development of their English reading/writing skills. In addition, the written products of the students will be shared with other NHPS students; thereby increasing the authors' confidence and pride in their writing.

In order to **measure performance**, teachers will give students a self-assessment of their writing skills before Mr. Diosa arrives. In addition, they will record their own proficiency data on student writing performance. After Mr. Diosa completes his sessions with the students, teachers will give students another self-assessment to see how their perceptions of their own writing skills have improved. On the final exams for the courses, teachers will note whether students' writing skills have improved as well.

While Mr. Diosa is working with the students, teachers will assist in **monitoring** the work during class, and help Mr. Diosa to review and give feedback on the written work students produce.

- b. If this is a **renewal/continuation service** 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 aligns directly to student academic achievement. For many students in upper-level Spanish classes, Spanish is their first or heritage language. Development of their reading/writing skills through reading/writing *strategy instruction* in Spanish will directly support development of their English reading/writing skills.

12. Why do you believe this Agreement is fiscally sound? This agreement includes 70 books for students, plus Mr. Diosa's expertise and time in meeting with students in class and in reading and commenting on work outside of class. In addition, Mr. Diosa will accompany students on a culminating field trip.

13. What are the implications of not approving this Agreement? Students would not have this unique opportunity to improve their reading/writing skills. NHPS Spanish classes would not have this wonderful bank of NHPS student-written work to use as reading materials for lower-level classes.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Hernando Diosa

FOR DEPARTMENT/PROGRAM:

World Languages Department – James Hillhouse HS Spanish Classes

This Agreement entered into on the 8th day of May 2023, effective (*no sooner than the day after Board of Education Approval*), the 9th day of May, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Mr. Hernando Diosa located at, 40 Pine View Drive, East Haven 06512 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$8,000 per three-week session, including books for students, for a total of one session.

The maximum amount the contractor shall be paid under this agreement: Eight-thousand dollars (\$8,000). 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 the Title I **Program** of the New Haven Board of Education, **Account Number:** 2531-5265-56694 **Location Code:** 0062

This agreement shall remain in effect from May 9, 2023 to June 9, 2023.

SCOPE OF SERVICE: *In the space below, please provide brief summary of service.*

Mr. Diosa will provide 70 copies of his book, *Determinación*, and an intensive 6-lesson reading and writing experience for upper-level native/heritage speaker and AP Spanish classes at Hillhouse (3 different classes, 6 classes each). Mr. Diosa will assist students to read this complex, detailed biography in Spanish and then walk them through the steps of writing their own real or imagined biography/narrative. In addition, he will organize a field trip to a Columbian restaurant as a culminating activity (free NHPS busses and students will pay for their lunches). Student written

work will be posted on an internal NHPS website and used as future authentic readings for other Spanish classes.

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 Privacy - attached

Exhibit C: Contractor's Declaration Attesting to Compliance with Executive Order No. 13G – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.

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

4/20/23 _____
Date

Date

Hernando Diosa, Author
Contractor Printed Name & Title



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.

Contractor's Declaration Attesting to Compliance with Executive Order No. 13G

Contractor / Vendor Name	Hernando Diosa
Contractor Address	40 Pine View Drive, East Haven, CT 06512
PeopleSoft ID (for state contractors) or other information*	

*If PeopleSoft ID does not apply, provide information directed by the covered state agency, school board, or childcare facility

As of this date, provide the number of contract workers subject to [Executive Order No. 13G](#) who:

a. Total number of contract workers as defined in Executive Order No. 13G provided under your contract 1

b. Are fully vaccinated against COVID-19 (at least 14 days have elapsed since a person has received a single-dose vaccine or the second dose of a two-dose COVID-19 vaccine) 1

c. Are required to submit to and provide the results of COVID-19 testing because they are not fully vaccinated

1. Of those required to submit and provide the results of COVID-19 testing, are partially vaccinated (received first dose and have either received second dose or have an appointment for second dose in a two-dose series vaccination, such as Pfizer or Moderna vaccines, or received a single-dose vaccine, such as Johnson & Johnson vaccine, but 14 days has not elapsed since final dose)


2. Of those required to submit and provide the results of COVID-19 testing, have been granted a medical exemption to vaccination based upon documentation from a physician, physician's assistant, or advanced practice registered nurse stating that the administration of COVID-19 vaccine is likely to be detrimental to the person's health

3. Of those required to submit and provide the results of COVID-19 testing, have been granted an exemption to vaccination on the basis of a sincerely held religious or spiritual belief

4. Are temporarily excused from COVID-19 testing because they have provided documented proof of having a COVID-19 infection in the previous 90 days

 X I affirm that all of the covered workers indicated in Section (a), except those who are fully vaccinated (a) or have had a documented case of COVID-19 in the past 90 days, will (1) have had a negative test for COVID-19 in the 7 days prior to initially accessing any work site related to this contract that is subject to Executive Order No. 13G, (2) continue to be tested once every 7 days for the duration of this contract, and (3) not be allowed to access any work site that is subject to Executive Order No. 13G if they either receive a positive test or fail to be tested at least once per week.

 X I declare and attest that I am authorized by the Contractor to provide the information contained in this report and that the information included in this report is true and accurate, to the best of my knowledge. I understand that it is a crime under Connecticut law to provide false information in response to the provisions of this Executive Order, punishable pursuant to Section 53a-157b of the Connecticut General Statutes by a fine of not more than \$2,000 or imprisonment of not more than one year.

Signature:	Hernando Diosa 	Date:	4/20/23
Authorized Person Submitting Report:	Hernando Diosa		
Title:	Self/Author		
Email Address:	showlatino@yahoo.com	Phone:	203-435-4246

Artist-In-Residence

Hernando Diosa

Scope and Sequence

Summary:

Mr. Diosa, a local New Haven immigrant from Columbia, has written a biography about his life, challenges, and triumphs. For this Artist-in-Residence experience, Mr. Diosa will guide students in Native/Heritage Speaker and AP Spanish classes at James Hillhouse High School through the reading of his book in Spanish. Concurrently, students will begin to write their own stories, either personal or imagined, under the guidance of Mr. Diosa. They will collaborate with the author to review, edit, and finalize their stories for publication on a website to be shared internally with all Spanish classes in NHPS. Therefore, the stories written by our own Spanish speakers will become the reading content for our own Spanish learners.

Proposal

- 70 copies of the book "Determinación"

May 15-May 31, 2023

- Six 1.5 hour in-person meetings with each class of students x 3 classes (27 hours)
- (daily 9:20-12:05 on certain days, 12:45-2:00 on the other days)
- Reading and commenting on student work outside of class (approximately 10 hours)
- Organization and leading of a culminating field trip with students to a local Colombian restaurant (free NHPS bus and students pay their own food)

Proposed Fee:

\$8,000

RESUME OF HERNANDO DIOSA

Born in Medellín, Colombia, South América

Elementary School: Escuela Modelo, de Cartago, Valle

High School: Colegio Académico de Cartago, Valle, y Liceo Marco Fidel Suarez, de Medellín, Colombia.

Arrive at Kennedy Airport, in New York, September 22 of 1972

Studies of English: New Haven Adult Education Center (1973)

Studies of Journalism: South Central Community College, New Haven, Connecticut (1988-89)

Graduated from Connecticut Real State School (1990)

Licensed in 1991 as a soccer coach (State License F) from Connecticut Junior Soccer Association

WORKPLACES:

1968 to 1972- Director and reporter of **"EL DIARIO"**, of Medellín, Colombia

1990 to 1994- Editor of **"LOS ANDES"** a monthly newspaper in Connecticut.

1994 to 1997- Proprietor and director of **"SUCESOS"**, a monthly newspaper in Connecticut.

1990 TO 2020- Worked as a part-time driver for special needs kids in Hamden CT

1999 to 2023 – New Haven County Editor for **"LA VOZ HISPANA OF CONNECTICUT"**

PERSONAL RECOGNITIONS:

February of 1999- Official Citation from General Assembly of the State of Connecticut

May of 2005- Official Citation from General Assembly of State of Connecticut.

May of 2005- Official Citation from Office of the Mayor City of West Haven, CT

May of 2011- Official Citation from the Board of Aldermen of the City of New Haven, CT

May of 2011- Certificate of Recognition from National Hispanic Heritage in the State of CT

June of 2011– Certificate of Recognition from the Office of Senator Richard Blumenthal.

Besides, this I was recognized by other organizations at a local and state level like the Connecticut State Puerto Rican Parade, the Mexican Association of Fairfield County, The Children Festival of New Haven, and many other entities.

Actually, I had two graduated sons, and five grandchildren, who are the love of my life...

