



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Please Type

Contractor full name: Miriam Reyes

Doing Business As, if applicable:

Business Address: 171 Ivy Street, New Haven, CT 06511

Business Phone: 203-444-5597

Business email: Mireyes5454@aol.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: 19041700-56697-0000

Principal or Supervisor: Jessica Haxhi

Agreement Effective Dates: From 07/27/20 To 06/30/2021.

Hourly rate or per session rate or per day rate: \$25.00 per hour.

Total amount: \$12,000.00

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

Translation from English to Spanish or Spanish to English of written materials such as letters, forms, surveys, etc. and in-person translation of meetings for New Haven Public Schools. Proofreading of previously translated materials may also be requested.

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: July 20, 2020
Re: Contract for Translation

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank):

This contract is for translation from English to Spanish or Spanish to English of written materials such as letters, forms, surveys, etc. and in-person translation of meetings for New Haven Public Schools. Proofreading of previously translated materials may also be requested.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$ 12,000.00

\$25 per hour of in-person translation or time spent on written translation.

Funding Source & Account #: 19041700-56697-0000

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?
It is essential that we provide translation of documents and meetings so that families may engage in full participation with their child's education.
2. What specific need will this contractor address?
Translation of documents and in-person translation for meetings.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:
New translators are chosen via recommendation and in consultation with speakers of the language. We have found this method of locating translators to be efficient, as they are usually familiar with educational terminology. This translator has worked for NHPS for at least the past

7 years. The contractor's work is reviewed and evaluated yearly.

4. If this is a continuation service, when was the last time the alternatives were sought?
Each year, Jessica Haxhi reviews the translator expenditures and assesses whether (1) a continuation is merited and (2) whether use of an outside translation service would be more efficient/economical. The contractor listed here has done high quality work for the district and has familiarity with district and educational terminology. Professional translation services charge \$35-80 per hour (or per page) for the same services and usually require a two-hour minimum for any meeting or document.
5. What specific skill set does this contractor bring to the project?
Advanced language proficiency in the language to be translated as well as English.
6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume):
This is a necessary service in order to ensure that parents and students have equal access to the correspondence and meetings of New Haven Public Schools.
7. Is this a new or continuation service? Continuation service.
8. If this is a continuation service has cost increased? It remains \$25/hour, as it has been for at least the last 7 years.
 - a) If yes, by how much?
 - b) What would an alternative contractor cost? Professional translation services charge \$35-80 per hour (or per page) for the same services and usually require a two-hour minimum for any meeting or document.
 - c) Is this a service existing staff could provide? Why or why not? No, this service requires considerable time and language expertise.
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?
Jessica Haxhi oversees the translators, speaks to native speakers about the quality of translations done, and evaluates whether translators should continue each year.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review). I will provide the annual "Report on District Translations" upon request.
11. If the service is a professional development program, can the training be provided internally, by district staff? n/a
 - a) If not, why not?
 - b) How will the output of this Agreement contribute to building internal capabilities?

Why do you believe this Agreement is fiscally sound?

Professional translation services charge \$35-80 per hour (or per page) for the same service and usually require a two-hour minimum for any meeting or document. This agreement pays \$25/hour and allows us to request hours or even half-hour meetings.

12. What are the implications of not approving this Agreement? We would not be able to provide translation of documents and meetings during the upcoming school year.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Miriam Reyes

FOR DEPARTMENT/PROGRAM:

World Languages Department

This Agreement entered into on the 27 day of July 2020, effective (start date no sooner than the day after Board of Education Approval), on the 28 day of July, 2020, by and between the New Haven Board of Education (herein referred to as the “Board” and, Miriam Reyes located at, 171 Ivy Street, New Haven, CT 06511 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$25 per hour for a total of 480 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Twelve-thousand dollars (\$12,000.00). 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 World Languages General Funds **Program** of the New Haven Board of Education, **Account Number:** 19041700-56697 **Location Code:** 0000.

This agreement shall remain in effect from July 27, 2020 to June 30, 2021.

SCOPE OF SERVICE: *Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).*

This contract is for translation from English to Spanish or Spanish to English of written materials such as letters, forms, surveys, etc. and in-person translation of meetings for New Haven Public Schools. Proofreading of previously translated materials may also be requested.

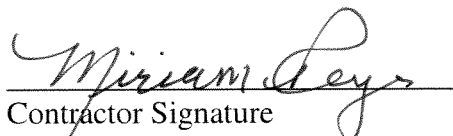
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

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*. 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

7/12/2020
Date

Date

Miriam Reyes
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 to 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.