

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

**CONTRACTOR:** Voiance Language Services, LLC **AMENDMENT #:** 2

**GRANT # if applicable:** 2511-6291-56694-0000 **AGREEMENT #:** 96291537

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

**GRANT NAME:** Title IVA SSAE **DATE:** 2/10/21

**FUNDING SOURCE FOR AGREEMENT:** Title IVA

**ACCT # FOR AGREEMENT:** 2511-6291-56694-0000

**ORIGINAL AMOUNT OF AGREEMENT:** \$8,000

**AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT:** \$12,000

  x   **ACTUAL** OR        **ESTIMATE**

**AMOUNT OF THIS AMENDMENT:** \$5,000

  X   **INCREASE** OR        **DECREASE**

**AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT:** \$17,000

Original agreement \$8,000 2511-6291-56694-0000

Amendment #1 \$4,000 added with 25506342-56694-0000

Amendment #2 \$5,000 added with 2511-6291+56694-0000 (this amendment)

**FUNDING SOURCE & ACCT # FOR AMENDMENT:** Title IVA 2511-6291-56694-0000

**DESCRIPTION AND NEED FOR AMENDMENT:** This agreement will increase funding of \$12,000 by \$5,000 to \$17,000(total) to cover costs of increased translations this year. Teachers are regularly calling homes and assisting students and families with remote learning. The original agreement was for \$8,000 with Title IVA funds, then \$4,000 with ESSER funds, and now I am adding \$5,000 with Title IVA funds (based on a recent budget revision approved by CSDE).

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

**CONTRACTOR'S SIGNATURE:** \_\_\_\_\_



(Name)

Feb 16, 2021

(Date)

**Senior Vice President**

(Title)

**NEW HAVEN BOARD OF EDUCATION:**

\_\_\_\_\_  
President

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

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Voiance Language Services, LLC AMENDMENT #: 1

GRANT # if applicable: 2511-6291-56694-0000 AGREEMENT #: 96291537

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: Title IVA SSAE DATE: 8/18/20

FUNDING SOURCE FOR AGREEMENT: Title IVA

ACCT # FOR AGREEMENT: 2511-6291-56694-0000

ORIGINAL AMOUNT OF AGREEMENT: \$8,000

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$8,000

   x    ACTUAL OR    ESTIMATE

AMOUNT OF THIS AMENDMENT: \$4,000


   x    INCREASE OR    DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$12,000

FUNDING SOURCE & ACCT # FOR AMENDMENT: ESSERF Grant - 25506342-56694-0000

**DESCRIPTION AND NEED FOR AMENDMENT**: To increase funding of \$8,000 by \$4,000 to \$12,000(total) to cover costs of increased translations due to Covid-19. In addition, to add wording to the contract that allows for New Haven Public Schools to access the 'telehealth' function that allows an interpreter to join video calls when requested by school personnel. The associated per minute costs are the same as the existing contract and the \$12,000 total is inclusive of the new service.

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

CONTRACTOR'S SIGNATURE:  Oct 15, 2020  
(Name) (Date)

Senior Vice President  
(Title)

NEW HAVEN BOARD OF EDUCATION:

 November 30, 2020  
President (Date)



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT NO. 96291537

**AGREEMENT COVER SHEET**

**Please Type**

Contractor full name: Voiance Language Services. LLC

Doing Business As, if applicable:

Business Address: 2650 E. Elvira Road, Suite 132, Tucson, Arizona 85756

Business Phone: 866-742-9080

Business email: info@voiance.com | www.voiance.com

SS# OR Tax ID #: 37-1571267

Funding Source & Acct. Title IVA SSAE Grant #2511-900-<sup>6291</sup>~~6269~~-56694

Principal or Supervisor: Jessica Haxhi

Agreement Effective Dates: From 7/1/2020 To 06/30/2021.

Hourly rate or Per session rate or Per day rate: \$0.61 per minute for all languages by telephone except ASL, which is video-based and \$0.95 per minute. Document costs are per word and range from \$0.13-0.25 per word or \$65 per hour.

Total amount: \$8,000

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

Voiance Language Services provides telephone-based interpretation and document translation services. All schools and central office will have telephone access to real-time interpreters in more than 200 languages for family contact purposes.

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



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND AGREEMENT NO. 46291537**  
**Voiance Language Services**

FOR DEPARTMENT/PROGRAM:  
**Districtwide Translation Services: Title IVA SSAE Grant Carryover**

This Agreement entered into on the 8<sup>TH</sup> day of June, effective the 1<sup>st</sup> day of July, 2020, by and between the New Haven Board of Education (herein referred to as the "Board") and, Voiance Language Services located at 5780 North Swan Road, Tucson, Arizona 85718 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$0.61 per minute (\$0.95/minute for ASL) or \$0.13-\$0.25 per word for documents (depending on language), for a total not to exceed 8,000.

The maximum amount the contractor shall be paid under this agreement: \$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 **Title IVA Student Support and Academic Enrichment Grant Program** of the New Haven Board of Education  
**Account Number:** 2511-6269-56694 **Location Code:** 0000.

6291 37

This agreement shall remain in effect from July 1, 2020 to June 30, 2021.

**SCOPE OF SERVICE:** *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable.*

A detailed Scope of Service with pricing is attached.


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

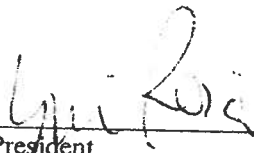
**Exhibit B: Student Data and Privacy Agreement:** Attached

**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'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

May 19, 2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**J. Austin Wade** Vice President  
\_\_\_\_\_  
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.

Revised: 10/2/18