



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Yale-China Association

Doing Business As, if applicable:

Business Address: 442 Temple Street, New Haven, CT 06520

Business Phone: 203-432-0884

Business email: leslie.stone@yale.edu

Funding Source & Acct. #2511-6291-56694-0000

Principal or Supervisor: Ms. Jessica Haxhi

Agreement Effective Dates: From 8/26/23 to 6/30/2024.

Hourly rate or Per session rate or Per day rate: \$1,388/month for 9 months

Total amount: \$12,500

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

Yale-China Association will locate, provide, and support a Chinese teaching "Fellow" who will provide Chinese language and culture instruction and coordination of cultural events at Clinton Avenue School (August-February) and Fair Haven School (February-June). The intern will be at the schools for 20 hours/week and teach primarily younger grades.

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 3, 2023
Re: Yale-China Association Agreement for Teaching Fellow

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:** Yale-China Association

Description of Service: Yale-China Association will locate, provide, and support a Chinese teaching “Fellow” who will provide Chinese language and culture instruction and coordination of cultural events at Clinton Avenue School (August-February) and Fair Haven School (February-June). The intern will be at the schools for 20 hours/week and teach primarily younger grades.

2. **Amount** of Agreement and hourly or session cost: \$1,388/month for 9 months (\$12,500 total)

3. **Funding Source** and account number: 2511-6291-56694-0000

4. Approximate number of staff served through this program or service: 0

5. Approximate number of students served through this program or service: 200 in direct contact with Fellow, but all students at Clinton Avenue and Fair Haven School may benefit from cultural events/interaction with Fellow.

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

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? This service was supported in the past for \$10,000/year. This year, it is \$12,500. This cost is far less than the actual expenses to bring the Chinese teachers here. Yale-China subsidizes this program to include interviews and training in China/Hong Kong, flights, visa costs, housing, and personal/professional support while they are in New Haven. The cost that we are paying has gone up due to increased costs in all of those areas.
- b. What would an alternative contractor cost: a part-time teacher for the year would cost \$17,550 for a non-certified teacher or \$35,100 for a certified part-time teacher (at \$45/hour). The teachers provided are fully certified in China/Hong Kong.
- c. If this is a continuation, when was the last time alternative quotes were requested? No one else provides a similar service.

- d. For new or continuation: is this a service existing staff could provide. If no, why not? It might be possible to find a part-time Chinese teacher, but not for this rate and not with the professional support and resources of the Yale-China Association.

7. Type of Service:

Answer all questions:

- a. Professional Development? no
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? no
- c. School Readiness or Head Start Programs? no
- d. Other: (Please describe): Since 2013, Yale-China Association Fellows have successfully enriched Chinese language instruction at many of our schools, including MBA, Coop, John C. Daniels. Usually, they are hired from China and come with the visa and housing support of Yale-China Association as part of our collaborative work together. Last year, Fellows were unable to come directly from China due to COVID restrictions. Therefore, Yale-China found a Chinese Fellow who was already in the U.S. This year, we are excited to resume bringing teachers directly from China.

8. 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? **Yes, Local**
- 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? Yes, by **\$2,500**
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: The Yale-China Association Fellows interact with many students and teachers in the buildings. This improves their cultural awareness and ability/desire to interact with Chinese heritage students in their buildings.

9. 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:

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: From the Yale-China website: *Founded in 1901, the Yale-China Association is a private, nonprofit organization with more than a century of experience contributing to the development of education in and about China and to the furtherance of understanding and knowledge between Chinese and American people.* Due to Yale-China Association's contacts and experience in China, they are able to hold extensive interviews there to provide an intern with proven excellence in teaching experience and English language ability. Due to their 8-years of experience overseeing this program in collaboration with New Haven Public Schools, they are able to provide a high level of technical and professional support to the Fellow during the school

year.

- a. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? We have a long relationship with this contractor, who offers the only service of this kind in the New Haven area and is a regular partner with NHPS World Languages for China-related experiences for our students. They are a nonprofit, private organization.
- b. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? n/a
- c. Who were the members of the selection committee that scored bid applications? n/a
- d. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.

10. 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? At Clinton Avenue School, there is no formal world language instruction other than the dual-language program. The Chinese language instruction provided by the Fellow will provide students and teachers with a window into a completely unique and different culture. At Fair Haven, there is a world language Spanish teacher in upper grades, but this Fellow will provide Chinese language instruction to younger grades, thereby expanding their linguistic and cultural awareness and increasing their ability to interact with newcomer students from Chinese-speaking countries.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Jessica Haxhi observed the Chinese teacher provided by Yale-China last year and saw engaging, effective lessons in which students were learning both language and culture. Principals of both schools were very pleased with the program and student engagement as well. The Yale-China teacher last year provided an extensive slide show with all of her accomplishments in a community meeting at Yale-China on June 6, 2023. That slide show is available to Board members upon request.
- c. How is this service aligned to the District Continuous Improvement Plan? The ability to “demonstrate and awareness of cultural factors and respect individual differences” as well as the ability to “develop constructive relationships with individuals of diverse backgrounds, abilities, and lifestyles” are goals of our NHPS SEL Standards and therefore, our social-emotional learning goals. In addition, exposure to world languages at a young age improves students’ ability to develop native-like pronunciation, helps them to be more accepting of others, and excites them about the ability to be successful at other languages. This leads to greater interest in languages and cultures as they grow older.
- d. Why do you believe this Agreement is fiscally sound? A part-time teacher for the year would cost \$17,550 (non-certified) or \$35,100 for a certified part-time teacher (at

\$45/hour). The teachers provided are fully certified in China/Hong Kong. This particular program offers more than just instruction, as the Fellow is able to access the support and Chinese resources (arts, events, etc.) of the Yale-China Association. In addition, Yale-China provides housing and professional learning support to the Fellow.

11. What are the implications of not approving this Agreement?

Clinton Avenue and Fair Haven would not be able to offer Chinese language and culture instruction this year. At Clinton Avenue, there is no world language instruction in the upper grades as their dual language program moves up. At Fair Haven, Spanish is offered, but Chinese brings another unique perspective and culture to students.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Yale-China Association

FOR DEPARTMENT/PROGRAM:

NHPS World Languages Department

This Agreement entered into on the 10th day of June 2023, effective (*no sooner than the day after Board of Education Approval*), the 26th day of August, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Yale-China Association located at, 442 Temple Street, New Haven, CT 06520 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1388 per month, for a total of 9 months.

The maximum amount the contractor shall be paid under this agreement: Ten-thousand dollars (\$12,500). 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 (Well-Rounded) Program** of the New Haven Board of Education, **Account Number:** 2511-6291-56694 **Location Code:** 0000.

This agreement shall remain in effect from August 26, 2023 to June 30, 2024.

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

Yale-China Association will locate, provide, and support a Chinese teaching “Fellow” who will offer Chinese language and culture instruction and coordination of cultural events at Clinton Avenue School (August-February) and Fair Haven School (February-June). The intern will be at the schools for 20 hours/week and teach primarily younger grades. Yale-China Association will also provide professional learning to the Fellow as well as housing.

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*. Contactors 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.

Usli So
Contractor Signature

President
New Haven Board of Education

6/10/2023
Date

Date

Leslie Stone
Vice President + Director of Education Programs
Contractor Printed Name & Title
Ball-Chime Association



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.



Yale-China
雅礼协会

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SCOPE & SEQUENCE

Yale-China Association will provide Clinton Avenue School and Fair Haven School with a Mandarin teacher ("Fellow") during the 2023-2024 school year.

In order to ensure the success of the intern throughout the school year, Yale-China Association will:

- Select an intern with proven excellence in teaching experience and English language ability
- Provide housing and other living support
- Provide weekly meetings with the Fellow in order to support their adjustment to teaching in New Haven Public Schools

The Yale-China Fellow will:

- Work 20 hours per week
- Provide Chinese language instruction to students at various times, according to an established schedule
- organize Chinese cultural events and Chinese cultural performances by students at school assemblies
- attend meetings with the Supervisor of World Languages to discuss curriculum, methodology, and initiatives/events.

DETAILED PRICING

The fee for all of the above services, inclusive, is \$1388 per month from August 26, 2023-June 30, 2024, not to exceed \$12,500. Invoices will be submitted monthly.