



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

Business Phone: 203-432-0884

Business email: leslie.stone@yale.edu

Funding Source and Acct: ARP ESSER III Carryover Program #2553-6399-56697-0013

Principal or Supervisor: Yesenia Perez/Carroll Ryan

Agreement Effective Dates: From Sept 15, 2023 to June 15, 2024.

Hourly rate or per session rate or per day rate. \$555.55 per month for 9 months
Total amount: \$5000.00

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 and support a Chinese teaching intern who will provide Chinese language and culture instruction and coordinate cultural events.

Submitted by: Carroll Ryan

Phone: 203-525-0905



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: John C Daniels Interdistrict Magnet School of International Communication
Date: July 26, 2023
Re: Yale-China Association-Proposed Chinese intern for 2023/2024 SY

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
2. **Description of Service:** Chinese teaching intern for 2023-2024 school year
3. **Amount** of Agreement and hourly or session cost: \$555.55 per month for 9 months for a total of \$5000.00
4. **Funding Source** and account number: ARP ESSER III Carryover #2553-6399-56697-0013
5. Approximate number of staff served through this program or service: N/A
6. Approximate number of students served through this program or service: 200
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? No If yes, by how much? N/A
 - b. What would an alternative contractor cost: **This is the only contractor of this kind working with schools this year**
 - c. If this is a continuation, when was the last time alternative quotes were requested? N/A
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
No, our staff cannot provide this foreign language or cultural teaching service.
8. **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? N/A

- c. School Readiness or Head Start Programs? **N/A**
- d. Other: (Please describe) **N/A**

9. 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? **New service**
- f. If it is a renewal/continuation has cost increased? If yes, by how much? **N/A**
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: **No**

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: **Yale-China Association dedicated to creating original, collaborative, and educational programs between the United States and China. The contractor is known for their support of Chinese interns and has an established long-standing collaboration with New Haven Board of Education.**
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? **Sole Source**
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? **N/A**
- 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. **N/A**

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?
Our Yale-China Chinese Teaching fellow will provide 20 hours per week of language instruction to students in grades 2-4. This will be the second language provided to our students here at John C. Daniels. Our Chinese teaching intern will learn and provide best practice in primary and secondary education at our school. The program is designed to provide the Yale-China Chinese Teaching Fellow with skills and a deep understanding in American primary and secondary school education as well as provide Teaching of Foreign Languages (ACTFL) standards for language learning that meet World-Readiness Standards for Learning

Languages. Our Yale partners will be monitoring and providing support to our teaching intern. Our administrators will work closely with Yale to help monitor and evaluate our teaching intern. We will also provide an onsite teacher mentor to help support her here at our school. Host families will provide community connections.

b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. N/A

c. How is this service aligned to the District Continuous Improvement Plan?
This is connected to our SCIP and the DCIP as it allows students to connect content of world connections through communication, culture, literacy and the Arts. It promotes higher order thinking as it expands students' linguistic skills.

12. Why do you believe this Agreement is fiscally sound?

This is a fiscally sound program as the cost for a teaching partner is very low. The total for 9 months of service which will reach 250 students is at a cost of about \$20 per student for a year's worth of language instruction (\$5,000 total).

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

Students will miss out on the one of a kind experiences where culture, language and learning meet.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

(Insert Contractor Name Here)

FOR DEPARTMENT/PROGRAM:

(Insert School or Department Name Here)

This Agreement entered into on the 26th day of July 2023, effective (*no sooner than the day after Board of Education Approval*), the 15th day of September 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 06511 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$555.55 per month, for a total of 9 months.

The maximum amount the contractor shall be paid under this agreement: five thousand dollars and zero cents(\$5,000.00). 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 ARP ESSER CARRYOVER **Program** of the New Haven Board of Education, **Account Number:** 2553-6399 -56697 **Location Code:** 0013.

This agreement shall remain in effect from September 15, 2023 to June 15, 2024.

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

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.

Yale-China Association is a training program that provides a cultural intern from china to teach students in grades 2-4 at John C. Daniels School during the school year of 2023-2024. His duties will include 32 hours of service in conjunction with Yale-China Association. This will encompass 20 hours per week of direct instruction to students and 12 hours per week in training and observation. The total cost for the school year is \$5,000.00 as described above. Our intern will learn American Council on the Teaching of Foreign Languages standards for language learning that meet World Readiness Standards for Learning Languages. The teacher will practice teaching methodologies that are based on ACTFL standards as an assistant teacher and intern.

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' 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

July 24, 2023

Date

Date

Contractor Printed Name & Title

Leslie Stone, Vice President and Director of Education Programs
Yale-China Association_____

Revised: 8/2021



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.



SCOPE of SERVICE

Yale-China Association will provide John C. Daniels with a Chinese teaching intern ("Fellow") for the 2023-2024 school year.

In order to locate the highest quality intern, Yale-China Association will:

- Hold extensive interviews in China to provide an intern with proven excellence in teaching experience and English language ability

In order to facilitate the arrival of the intern

- Make arrangements for all travel expenses insurance
- Work with the Chinese and United States government to secure a working visa
- Work with NHPS to assist and support the intern as he/she moves into a homestay in New Haven

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

- Provide initiation training to the United States
- Provide weekly meetings with the intern in order to support their cultural acclimation and academic development
- Organize access to weekly classes at Yale in order to develop the intern's academic skills and development of cultural understanding and experiences

At John C. Daniels, the Chinese teaching intern will:

- Work 32 hours per week
- Provide Chinese language instruction to students in the 3rd, 4th, 5th and 6th grade (at various times of year, according to an established schedule)
- coordinate a sister-school relationship with a school in China
- 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 \$555.55 per month, for 9 months from September 15, 2023-June 15, 2024, not to exceed \$5,000. Invoices will be submitted monthly.