



NEW HAVEN PUBLIC SCHOOLS

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 #2511-900-6269-56694

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

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Jessica Haxhi, Supervisor of World Languages
Date: May 18, 2020
Re:
Proposed Meeting Date: June 1, 2020

Executive Summary/ Statement: Approval is requested for an Agreement by and between the New Haven Board of Education and Voiance Language Services for telephone-based and document translation services.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$0.61 per minute telephone-based services for all languages except American Sign Language, which is video-based at \$0.95 per minute. Document translation costs are per word and range from \$0.13-0.25 for documents (depending on language).

Funding Source: Title IVA Funds #2511-6269-56694

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:

This service aligns with the Title IVA goal of promoting parent involvement, as well as district efforts to provide improved services to students and families who speak languages other than English.

2. What specific need will this contractor address?

When schools need to speak to students, parents, or guardians who speak languages other than English, they are able to pick up the telephone and have access to interpreters in more than 200 languages within minutes. This service will be extremely valuable in immediate/emergency situations (i.e., student illness) as well as at open houses, daily interactions with parents, and conversations with students and parents who are new arrivals to the school system.

3. **Contractor selection:** quotes, RFP, or Sole Source? This contractor has won a national contract through the National Association of State Procurement Officers (NASPO), giving access to special pricing, no monthly minimums, and it is reimbursable through state grants.

4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the **contractor's resume**).
This contractor offers 24/7/365 service in over 200 languages, with 2,000 trained and monitored employees in 7 contract centers. They will provide us with our own 800 number and a pin number for each school so that we can track usage of the service online at any time.

5. Is this a **new or continuation service**? **If a continuation service**: a) has cost increased? If yes, by how much? b) What would an alternative contractor cost?

This is a continuation service. The cost per service has not increased from the previous year, in fact it has decreased \$.04/minute. We are once again going to be included in the National Association of State Procurement Officers (NASPO) contract pricing.

Evidence of Effectiveness: How will the contractor's performance be evaluated? **If a continuation service, attach** a copy of **previous evaluations** or **archival data** demonstrating effectiveness:

Telephone Service: During SY 2019-20, we spent a total of \$3,828.75 on phone calls (5,890 minutes). This is a significant increase from \$90.21 (147 minutes) last year. Usage increased significantly in the last two months as teachers and administrators used the service to contact families at home due to the COVID-19 closure. The schools that used the service the most this year were Wilbur Cross (2,055 minutes), Fair Haven (935 minutes), Truman (665 minutes), Nathan Hale (465 minutes) and King/Robinson (326) minutes. The following schools/offices took advantage of the service as well: Barnard, Bishop Woods, Beecher, Clemente, Troup, East Rock, Hill Regional Career, James Hillhouse, High School in the Community, ESUMS, Dr. Reginald Mayo, Metropolitan Business Academy, Brennan-Rogers, West Rock, Ross-Woodward, John C. Daniels, Quinnipiac, Strong/Obama School, and the Superintendent's Office/YFCE Office. Please see the attached *supplemental information* for a full list of minutes per month billed. A number of schools expressed that the service worked well and that they were grateful for having it, especially in the last few months.

The languages most accessed were Spanish (66.8% of calls) and Pashto (22% of calls). Please see the attached *supplemental information* for a full list of languages by frequency of usages.

Document Service: This past year, we used Voiance document translation services for documents that required languages for which we do not have in-house translators: a Parent Announcement for East Rock, the EL Programs Consent Form, the Notice from New Haven Health Department about COVID, and a Health Notice sign for 54 Meadow Street.

This year, Jessica Haxhi will continue to access usage data and check-in with schools that use the service to ask them to review its ease-of-use and effectiveness.

6. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?
Yes – Jessica Haxhi can provide documents that easily guide schools through the call-in process.

7. Why do you believe this agreement is **fiscally sound**?

This service is much cheaper than commercially available rates for in-person interpreting. Professional in-person interpretation services require at least a 1-hour minimum fee (\$60-\$70) and most have a minimum charge for 2 hours, plus travel (up to \$200 per meeting); less common languages can cost much more (up to \$300 per meeting).

If a school only needs to talk to a parent for 10 minutes, for example, this service only costs \$6.10 for that call, in virtually any language we have represented in NHPS, with no minimum number of minutes/hours nor any travel fees for an interpreter. Upon investigation of a similar phone-based service, it was found that this company's pricing is both reasonable and the most simplified. Other phone-based services charge different prices for different languages, but this service has a flat rate of \$0.61/minute with no per-call or monthly minimum. The document translation services are comparable to the other companies consulted as well.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Voiance Language Services

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

This Agreement entered into on the 8TH day of June, effective the 1st 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.

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*. 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

May 19, 2020

Date

Date

J. Austin Wade

Contractor Printed Name & Title

Revised: 10/2/18



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