



**CITY OF VIRGINIA BEACH  
INTER-OFFICE CORRESPONDENCE**

In Reply Refer To Our File No. 0053753

DATE: January 7, 2015

TO: Crystal Pate

DEPT: Business Services

FROM: Tracee N. Hackett *TNH*

DEPT: City Attorney

RE: **Asia Society (THS)**

I have approved the above-referenced contract as amended, subject to proper execution in accordance with School Board Policy 3-89. Please have the appropriate parties initial all changes and forward the enclosed contract to Asia Society.

Thank you for allowing our office to be of service.

TNH/agb  
Enclosure

**RECEIVED**

JAN 07 2015  
VIRGINIA BEACH CITY  
SCHOOL BOARD  
BUSINESS SERVICES

**Agreement between Asia Society and Tallwood High School**

Asia Society Confucius Classrooms Network is an international partnership between Hanban and Asia Society dedicated to building the field of Chinese language teaching and learning in American schools.

As a member of this Network, you are recognized to lead the development of the field of Chinese teaching and learning and international education into the future.

As you are aware from the Request for Proposal, you were selected based on a consideration of your achievements and potential in the following areas: (1) curriculum and instruction; (2) integration and culture; (3) leadership; and (4) partnerships.

Your continuing membership in the Network is contingent upon your signing and submission of this agreement.

**1. Cash Award and Travel Allowance**

As part of participation in the program, Asia Society is pleased to offer Tallwood High School

- (1) A cash award in the amount of \$10,000 for the period September 1, 2014 to August 31, 2015 to implement the projects described in your 2014-2015 school year proposal. A portion of these funds may be used for travel to Asia Society events and conferences.
- (2) An amount of \$2,000 to be used for Confucius Classroom Day cultural activities.
- (3) A \$1,000 subsidy to be used for travel, hotel and conference registration to the 2015 National Chinese Language conference.

The total amount offered to your school will be \$13,000.

Any unexpended portion of the cash award or travel allowance may be used in the following program year.

**2. Additional Support Provided to Member Institutions**

1. Participation in professional development with other high quality programs from across the nation organized by Asia Society
2. Authorization to use the title "Confucius Classroom"
3. Assistance in identifying and developing a partnership with a school in China

### 3. Responsibilities of Member Institutions

1. Continue to improve the quality and scope of its Chinese program and make the program long-term
2. Be willing to act as a model / assistance center for your region
3. Develop an ongoing partnership with a school in China
4. Participate regularly in Asia Society's online community for the Confucius Classrooms Network and be willing to provide examples of best practices, student work, model lessons, and curricula that may be useful resources for the field
5. Participate in Asia Society organized activities to develop and promote best practices in the field
6. Submit a brief report to Asia Society annually that details (1) program size and growth; (2) partnership activities; professional development offered; (3) outreach to other schools or districts in the region and community activities; (4) plans and budget for the following year; and (5) actual expenses and use of funds
7. Send at least one representative to the annual National Chinese Language Conference and the associated Confucius Classrooms Network Annual Meeting
8. Be willing to receive exchange visitors from your Chinese partner school

Auth  
11/7/15  
CP/PR  
(Subject to the Family  
Education Rights and Privacy  
Act,  
20 U.S.C.S § 1232g and  
the Protection of Pupil Rights  
Act, 20 U.S.C.S. §  
1232h)

**4. Press and Media Activities.** Tallwood High School agrees to use the name "Asia Society Confucius Classrooms Network" when making official reference to the program and agrees to share any relevant media pieces relating to the Network with Asia Society when requested.

Nothing in this provision shall be construed as an endorsement in violation of School Board Policy 7-15.

Auth 11/7/15  
CP/PR

### 5. Nature of the Agreement and Compliance

**Status.** Asia Society enters into this arrangement as a sponsor and supporter of efforts to develop the Confucius Classroom, but not as a partner or joint venture. Neither Asia Society nor any trustee, officer, employee, or agent of Asia Society assumes any responsibility for how the Confucius Classroom is operated or how it conducts any activity.

*Hanban and Asia Society reserve the right to terminate membership at any time for schools that do not meet the requirements of the program or adhere to the terms of the agreement.*

**Termination of the Agreement.** Asia Society reserves the right to discontinue support for the development of the Confucius Classroom if Asia Society is not satisfied with the progress of this project. Notwithstanding any other provisions of this letter, in the event that the agreement is terminated, no amount of unpaid funds will be paid to Tallwood High School. ~~In the event of a dispute concerning the meaning of any provision of this grant letter, it shall be construed in accordance with the laws of the State of New York (without regard to principles of conflicts of law).~~

lost  
1/7/15  
CPMR

**Public Reports.** Asia Society will include information about Tallwood High School's Confucius Classroom in its periodic public reports and may also refer to the school and Asia Society's involvement with the school in press releases. Asia Society will be provided by Tallwood High School with the opportunity to comment in advance on any proposed media release concerning Asia Society's involvement in any way with Tallwood High School and the development of the Confucius Classroom. Tallwood High School must obtain written permission of Asia Society for any proposed use of Asia Society's logo or other proprietary pictures, images, designs, or slogans.

Please specify the method by which your school would like to receive grant funding

Check

Wire Transfer

If your school is requesting funding in the form of a check, please fill in the information below (type or write neatly).

Make Check Payable to: <u>Tallwood High School</u>
Attention: <u>Rebecca Gurley</u>
Address: <u>1668 Kempsville Rd.</u>
City/State/Zip: <u>Virginia Beach, VA 23464</u>
School 501C ID Number (Tax ID): <u>54-0722075</u>
<u>Rebecca Gurley</u> <u>12-8-14</u>
Representative Signature              Date

If your school is requesting funding in the form of a wire transfer, please fill in the information below (Print or write neatly).

Beneficiary Account Name: _____
Beneficiary Bank Name: _____
ABA #: _____
Beneficiary Account #: _____
Beneficiary Address: _____
School 501C ID Number (Tax ID): _____
_____                      _____
Representative Signature              Date

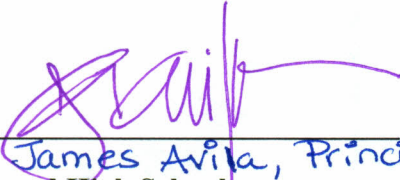
The Parties hereto agree to the provisions set forth above:

\_\_\_\_\_  
Asia Society Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Asia Society Representative Name

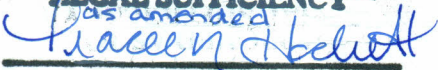
\_\_\_\_\_  
Title

*ent 1/7/15*  
  
\_\_\_\_\_  
Dr. James Avila, Principal  
Tallwood High School  
Representative Signature

*01/07/15*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tallwood High School  
Representative Name

*1-9-15*  
*Academy Coordinator,*  
*Tallwood High School*  
\_\_\_\_\_  
Title and Institution

**APPROVED AS TO  
LEGAL SUFFICIENCY**  
*as amended*  
  
\_\_\_\_\_  
*1/7/15*

  
*Crystal M. Pate*  
*Acting Director of Business Services*



GENERAL CONTRACT EXECUTION POLICY 3-89  
FISCAL NOTE

Tallwood High  
SCHOOL/DEPARTMENT

Confucius Classroom 2014-2015  
ACCOUNT NUMBER

Asia Society Funding Agreement  
CONTRACT INFORMATION

YEAR	FISCAL YEAR		(a) ESTIMATED COSTS	(b) ESTIMATED REVENUES	NET DIFFERENCE (a) - (b)
1	2014-2015	#		\$ 13,000.00	
2					\$ -
3					\$ -
4					\$ -
5					\$ -
<b>TOTAL</b>			\$ -	\$ 13,000.00	\$ -

SCHOOL CONTRACTS ONLY

SCHOOL BOOKEEPER VERIFICATION THAT FUNDS ARE AVAILABLE OR WILL BE AVAILABLE IN THE ABOVE ACCOUNT NUMBER

*[Signature]* \_\_\_\_\_ DATE 1-7-15

SCHOOL BOOKEEPER'S SIGNATURE

CAPITAL PROJECTS ONLY

TOTAL COST TO COMPLETE THE PROJECT:

RECEIVED

\$ \_\_\_\_\_

PROJECT BUDGET:

JAN 07 2015  
VIRGINIA BEACH CITY  
SCHOOL BOARD  
BUSINESS SERVICES

\$ \_\_\_\_\_

CONTRACT BASE COST

\$ \_\_\_\_\_

*[Signature]* \_\_\_\_\_ DATE 01/07/15

SCHOOL/DEPT. AUTHORIZED SIGNATURE

Note: See Section 19 (Contracts) in the Business Manual for Schools and Central Offices for further information on contract processing.

CITY ATTORNEY ANNEX

JAN 07 2015