



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Comligo USA, Inc.

Doing Business As, if applicable:

Business Address: 651 N Broad St, Suite 206, Middletown, DE. 19709

Business Phone: (302) 219 6436

Business email: finance@Comligo.com

Funding Source & Acct # including location code:
ARP ESSER III #2553-6399-56694-0110

Principal or Supervisor: Jessica Haxhi

Agreement Effective Dates: From 11/15/22. To 6/30/22

Hourly rate or per session rate or per day rate. = \$70/class x 132 classes (66 of each level)

Total amount: \$9,240.00

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

Comligo will provide a qualified teacher for live online instruction for a Spanish 4 class and AP Spanish Language and Culture Class at Wilbur Cross High School. This will include live student interactions, work assignments, assessments and grading.

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: November 7, 2022
Re: Comligo for 2 Spanish Classes at Wilbur Cross High School

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:** Comligo USA, Inc.
2. **Description of Service:** Comligo will provide a qualified teacher for live online instruction for a Spanish 4 class and AP Spanish Language and Culture Class at Wilbur Cross High School. This will include live student interactions, work assignments, assessments and grading.
3. **Amount of Agreement and hourly or session cost:** \$9,240.00. Cost is \$70/class x 132 classes (66 classes for each level).
4. **Funding Source** and account number: ARP ESSER III #2553-6399-56694-0110
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: 42 students (22 in AP Spanish Language and Culture, 20 students in Spanish 4)
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? n/a
 - b. What would an alternative contractor cost: I received a quote from Language Learning Network (Rutherford, NJ) for \$31,875 for the same services. No other companies that offer this service could be located.
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? AP Spanish Language and Culture Class requires special training in order for students to be prepared for the specific test. Upper-level language classes additionally require teachers to assess student skills and provide specialized instruction due to the variety of proficiency levels in one class. We currently plan to have substitute teachers working

with these students, due to the teacher shortage. This contract will allow those students to receive the quality instruction they need.

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?
- b. After School or Extended Hours Program? no
- c. School Readiness or Head Start Programs? no
- d. Other: (Please describe). Live, synchronous, online Spanish instruction. Each student will be logged into their laptops, interacting remotely with the teacher during regular class time, in the language classroom. The teacher will provide instruction, assessment and grading.

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? new
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: it may increase the capacity of the substitutes to provide instruction as they observe the live, online teacher interact with students.

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: <https://comligo.com/> is the website. They are affiliated with the Mexican government and have a team of academic advisors and teachers who are highly qualified.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? I collected quotes from this company and Language Learning Network (<https://www.langlearningnetwork.com/> Rutherford, NJ). They quoted \$31,875 for the same services. I was not able to find a third company that offers live, during class-time, instruction in Spanish, as these two companies do.
- c. Is the contractor the lowest bidder? Yes. If no, why? Why was this contractor selected?
- d. Who were the members of the selection committee that scored bid applications? Jessica Haxhi, Supervisor of World Languages.

- 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.

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? There are currently 22 students enrolled in AP Language and Culture at Wilbur Cross High School, but the teacher is leaving the district on November 3rd. AP Spanish Language and Culture Class requires special training in order for students to be prepared for the specific test. There are 20 students enrolled in Spanish 4 at Wilbur Cross High School. Upper-level language classes additionally require teachers to assess student skills and provide specialized instruction due to the variety of proficiency levels in one class. We currently have substitute teachers working with these students, due to the teacher shortage. This contract will allow those students to receive the quality instruction they need.

Jessica Haxhi, Supervisor of World Languages, will check in regularly with the classes, as will the administration working with the world languages team at Wilbur Cross. At Q2 and Q4, Ms. Haxhi will send students a survey to find out how the instruction is going, whether it is effective, engaging, and worthwhile.

- 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? Quality instruction of high levels of language classes, such as AP and Level 4, supports Academic Achievement and College & Career Readiness for students.

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

13. What are the implications of not approving this Agreement? The students will probably only have access to instruction by a substitute for these classes, as we have been unable to locate Spanish teachers to fill these positions thus far.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Comligo USA, Inc.

FOR DEPARTMENT/PROGRAM:

NHPS World Languages Department, Wilbur Cross High School

This Agreement entered into on the 14th day of November 2022, effective (*no sooner than the day after Board of Education Approval*), the 15th day of November, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Comligo, USA, located at, 651 N Broad St, Suite 206, Middletown, DE. 19709 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$70 per session, for a total of 132 days, hours or **sessions**.

The maximum amount the contractor shall be paid under this agreement: Nine thousand, two-hundred and forty dollars (\$9,240.00). 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 ESSER ARP **Program** of the New Haven Board of Education, **Account Number:** ARP ESSER III #2553-6399-56694 **Location Code:** 0110

This agreement shall remain in effect from November 15, 2022 to June 30, 2023.

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

Comligo will provide a qualified teacher for live online instruction for a Spanish 4 class and AP Spanish Language and Culture Class at Wilbur Cross High School. This will include live student interactions, work assignments, assessments and grading.

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**. 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' 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

10/17/2022

Date

Date

JOAQUIN CALVO
GENERAL MANAGER

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.

October 17, 2022

Dear Jessica,

Thank you very much for the opportunity offered to Comligo to provide our services at Wilbur Cross High School, both at Spanish 4 and AP Spanish Language and Culture.

Please find below all what is included in this offer:

- Teacher-student live online sessions
- Placement of students in correct Spanish learning level
- Selection and provision of qualified native Spanish teachers
- Class management and academic reports to students
- Teaching materials
- Learning exercises
- Authentic materials (audios, videos, and texts)
- Evaluation tests and grading

We are looking forward to starting classes in November.

If there is anything else you need from us, please let us know.

Kind regards,

A blue ink handwritten signature, appearing to be "Joaquín Calvo", written in a cursive style.

Joaquín Calvo – General Manager Comligo USA, Inc.

Comligo USA, Inc.
 finance@comligo.com
 comligo.com
 +1 (302) 219 6436

Date: October 7, 2022

To: Jessica Haxhi
 New Haven Public Schools
 54 Meadow Street
 New Haven, CT

#	ITEMS & DESCRIPTION	CCY	PRICE	QTY	AMOUNT
1	Spanish online live Classes (Spanish 4)	USD	70.00	66	4,620.00
2	Spanish online live Classes	USD	70.00	66	4,620.00
	(AP Spanish Language and Culture)				

Notes:

- Spanish 4 class size: 20 students
- Spanish 4 schedule: 9:14-10:36 AM EST
- AP Spanish Language and Culture class size: 22 students
- AP Spanish Language and Culture schedule - TBD between 2 options:
 - o 10:41-12:12 AM EST
 - o 11:01-12:32 AM EST
- First session on November 15, 2022

Subtotal	9,240.00
Others	0.00
TOTAL	9,240.00

This is an official quotation from Comligo USA, Inc.



Joaquín Calvo – General Manager Comligo USA, Inc.