



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Gateway to College

Doing Business As, if applicable:

Business Address: 20 Church Street, New Haven, CT 06510

Business Phone:

Business email: Lmyers@gwcc.commnet.edu

Funding Source & Acct # including location code:

- Alliance – Academics – 2547-6107-56694 - \$367,245
- Priority Schools – 2579-5319-56694 - \$182,755

Principal or Supervisor: Typhanie Jackson, Executive Director of Special Education and Student Services Department.

Agreement Effective Dates: From 07/01/2023. To 06/30/2024.

Hourly rate or per session rate or per day rate.

Total amount: \$550,000

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

The Gateway to College program is designed to help 16-20-year-old students who have left high school without earning a diploma to return to education and gain a high school diploma while earning college credit at the Institution. Additionally, Gateway to College serves as a referral option for in-school students at risk of leaving school and who are significantly behind in credit. Student will participate in small classes, work with tutors and

counselors, and receive intensive support services in order to facilitate their success. After the first semester, students will begin course work toward a chosen field of study and earn their high school diploma while accruing credits.

Submitted by: Typhanie Jackson Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Typhanie Jackson, Director of Special Education/Student Services  
**Date:** August 08, 2023  
**Re:** Contract for Gateway College (CSCU)

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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:** Gateway Community College
2. **Description of Service:** Various Certification Programs for Students at Riverside.
3. **Amount** of Agreement and hourly or session cost: up to \$10,570
4. **Funding Source** and account number:
  - Alliance – Academics – 2547-6107-56694 - \$367,245 and
  - Priority Schools – 2579-5319-56694 -\$182,755
5. **Continuation/renewal or new Agreement?**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? NA
  - b. What would an alternative contractor cost? Safe Serv 3700; Web Design 4200; CNA 3600; Pharmtech 3600 Total: \$15,100
  - c. If this is a continuation, when was the last time alternative quotes were requested?  
NA
  - d. For new or continuation: This is a new Agreement. Certification programs cannot be offered by existing staff.
6. **Type of Service:**
  - a. Professional Development?
    - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? NA
  - b. After School or Extended Hours Program? NA
  - c. School Readiness or Head Start Programs? NAOther: (Please describe)

This contract is for certification programs for high school students.

**7. Contractor Classification:**

- 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? 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? NA
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: NA

**8. Contractor Selection:**

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume.
- b. How was the Contractor selected? Quotes and informational session
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: GCC was selected at a local provider. They can provide onsite services at Riverside High School.

**9. Evidence of Effectiveness & Evaluation**

- 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?

GCC offers this classes each semester meeting the needs of students. Monitoring of the program will be determined by success of student passing the course.

- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. NA
- c. How is this service aligned to the District Continuous Improvement Plan? This is aligned with the District's Improvement Plan as it successfully prepares graduating student with post-secondary options.

**10. Why do you believe this Agreement is fiscally sound?**

This contract is fiscally sound as it is aligned with the Community College offerings.

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

This contract allows students to earn certifications and offerings beyond the High School diploma and allows for them to pursue certifications aligned with their post-secondary goals.



Original ☒ Amendment ☐ ID #FY24-1668

State Contracting  
Agency:

Connecticut State Community College ("CT State") located at 185 Main Street, New Britain, CT 06051 on behalf of its Gateway Campus located at 20 Church Street, New Haven, CT 06510

Street: 20 Church Street

City: New Haven

State: CT Zip: 06510

Tel#: \_\_\_\_\_

Hereby enters into a Contract with:

Contractor's Name: New Haven Board of Education (hereinafter the "Contractor" or "NHBOE")

Street: 54 Meadow Street

City: New Haven

State: CT Zip: 06519

Tel#: \_\_\_\_\_ E – MAIL: \_\_\_\_\_

**The term of this contract is from 7/1/2023 through 6/30/2024**

This Contract shall become effective as of the date of signature by the Contracting Agency's authorized official and, where applicable, the date of approval by the Connecticut Office of the Attorney General (OAG). Upon such execution, this contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and, where applicable, approved by the OAG.

**State Contracting Agency agrees to make payment to the Contractor.  
Total Contract shall not exceed \$550,000.00**

**Contractor should address all contract questions to:  
Lutishia Myers, Email: Lmyers@gwcc.commnet.edu**

**Contractor should address all questions regarding the scope or performance of services to:  
Donnell Hilton: Email: dhilton@gwcc.commnet.edu**

**Contracting Agency should address all contract questions to:  
Patricia DeMaio, Email: patricia.demaio@new-haven.k12.ct.us**

FOR INTERNAL USE ONLY

EXPENSE CODING		FISCAL YR(s)	AMOUNT	NOTES
Banner Fund Code:				Alliance-Academics – 2547-6107-56694 - \$367,245 •Priority Schools - 2579-5319-56694 - \$182,755
Banner Org Code:				
Banner Account Code:				
Banner Program Code:				

## SECTION I - DESCRIPTION OF SERVICES

1. Gateway to College Program: The Gateway to College Program (hereinafter, the "Program") is designed to help students ages sixteen (16) through twenty (20) years old who have left high school without earning a diploma to return to education and earn a high school diploma while earning college credit at the Institution. Additionally, the Program serves as a referral option for in-school students at risk of leaving school and who are significantly behind in credits. Students will participate in classes and receive support services such as tutors and school counselors provided by the Institution to facilitate success in obtaining a high school diploma and continuing in higher education. After each student completes his/her first semester, he/she will begin course work toward a chosen field offered by the Institution and earn a high school diploma while accruing credits towards a certificate or degree program offered by the Institution.
2. Provision of Courses: Students must be enrolled in dual (both high school and college-level) credit courses approved by the College to receive both high school and college credit for the courses.
3. Instruction of Courses: The Institution's Instructors, as defined in Section I.29 below, shall teach and monitor the instruction of the courses to assure the quality and uniformity of instruction in accordance with NECHE (New England Commission of Higher Education) standards attached hereto as Exhibit A and applicable standards established by the State of Connecticut and Contractor: [https://www.neche.org/resources/standards-for-accreditation#standard\\_six](https://www.neche.org/resources/standards-for-accreditation#standard_six)
4. Facilities: Courses shall be conducted on the Institution's downtown campus at 20 Church Street, New Haven, CT 06510. The Institution shall provide facilities on the campus for students to take both high school and college level credit courses and receive support services.
5. Tuition and Fees: New Haven Board of Education (NHBOE) shall pay all tuition and fees in accordance with Sections I.7 and III below.
6. Student Apportionment: The Contractor agrees to enroll up to 50 students in the Program. Course offerings to be determined by the institution with a minimum of 10 students required.
7. School District Apportionment: The Institution shall invoice each school district of NHBOE \$11,000 per student (\$5,500 per semester) enrolled in the Program. The Institution shall invoice one half of the total due (\$2,750 per student enrolled) four weeks after beginning of each Fall and Spring Semester and the balance (\$2,750 per student enrolled) at the end of each semester. For students who are withdrawn from the program prior to the four-week cut-off, NHBOE shall not be invoiced or billed. For students who are withdrawn after the four weeks, the Institution shall invoice and bill NHBOE for the entire semester (\$5,500.00).
8. Advisory Board: The Advisory Board shall be established by the Superintendent of NHBOE and Dean of Academics for the Institution to support the implementation of the Program. The Advisory Board shall consist of NHBOE district liaisons, and Institution staff as determined appropriate and necessary by the Institution. The Advisory Board shall meet quarterly, or as needed as mutually determined by the parties. The Advisory Board shall provide feedback, evaluation, and recommendations to both NHBOE and the Institution regarding the Program to promote student success.
9. Gateway to College Program Director: The Institution shall annually appoint a representative to serve as the Gateway to College Program Director (the "Director"). The Director shall oversee and coordinate the Program, promote the Program with marketing, advertisement, and student engagement, work with Program staff to promote the success of the Program, and track



attendance, student progress, and grades.

10. Enrollment: Students enrolling in the program must meet the following criteria:
  - a. Applicants must be at least 16 years of age by the first day of class for the course and not older than 20 years of age at the time of application for the course.
  - b. Applicants must reside within the New Haven Public School ("NHPS") District boundaries and be enrolled or re-enrolled in the NHPS School District, unless homeless.
  - c. Applicants must not have obtained a U.S. high school diploma prior to enrolling in the program.
  - d. Applicants must be able to complete requirements to receive a high school diploma before or during the calendar year of their 21<sup>st</sup> birthday.
11. Referrals: The Contractor agrees to identify students for whom the Program might be a good fit; provide Program information to NHPS staff, students and families; actively provide referrals to the Program; and authorize final approval of students selected by the Program as appropriate based on the eligibility criteria outlined in item 10.
12. Student Performance: Attendance and Other Data: The Institution's Associate Director, or his/her designee, shall enter student attendance information into PowerSchool daily. The Institution's Program staff shall submit Student course and attendance data on a weekly basis during the academic year and to the Contractor, as requested.
13. Confidentiality and Data Sharing: The Institution and Contractor shall comply with state and federal laws governing the confidentiality, sharing and review of information, to the extent applicable, including but not limited to Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; 34 CFT Part 99.
14. Student Accountability: The Director shall conduct at least two meetings with Program staff per semester, one in the middle of each semester and one at the end of each semester, to discuss student progress and update student files, including but not limited to mid-term and end of term transcripts from the Institution, and student course and attendance data.
15. Meals: The Contractor, in coordination with their meal services provider, will be responsible for the funding and delivery of daily meal services for Program students at the Institution. The Institution will be responsible for designating an area for students to eat.
16. Textbooks: The Institution shall provide all textbooks and supplemental instructional materials required for classes, the cost of which is included in the fees listed in Sections I.7 and III. Students shall be required to return all textbooks and supplemental instructional materials to the Institution at the end of each semester/course. The Institution shall charge any student who does not return the textbooks or supplemental instructional material the replacement cost for the unreturned items 1 week after the start of classes during the following semester. Textbooks deemed unusable shall be charged to the student as used in fair condition. Students who do not return the items or pay the replacement costs may become ineligible to continue in the Program. Students will be required to furnish their own supplies such as pens, paper, and book bags.
17. Laptops/Chromebook: The Institution shall provide either laptops or Chromebooks to all students enrolled in the Program, and shall have sole discretion in determining which device shall be provided. The College's IT Director, in conjunction with the Program staff, shall distribute written conditions of use and care instructions to the students. Students will be required

to return these devices to the Institution at the end of each semester for service and upgrade. The Institution shall charge any student who does not return the IT items the replacement cost for the unreturned IT items. Charges will be applied 1 week after the start of classes during the following semester. Students who do not return the IT items or do not pay the replacement cost for such items may become ineligible to continue in the Gateway to College Program. Students are not responsible for paying for repairs unless intentionally damaged beyond repair. Students may report lost or stolen up to one device and one charger to be replaced by the institution. Any subsequent loss or theft, the student is responsible for replacement costs. Damaged devices should be returned to the Institution for repair.

18. Transportation: For Students who are actively enrolled in the Program, the Institution shall provide Students with bus passes under the UPass Program. In the event a student withdraws or is removed from the Program, that student's UPass shall be terminated at the time of the withdrawal or termination.
19. Public Relations/Media Releases: All public relations and media releases regarding the Program shall be subject to approval by the Institution and Contractor. The Contractor will help promote the Program and assist with recruitment of students, in a manner as stated herein.
20. Students with Special Needs:
  - a. Special Education: The Contractor retains all obligations under state and federal law regarding the provision of services to students with disabilities, including but not limited to the Individual with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act. The Contractor shall be responsible for ensuring that all students' Individual Education Programs ("IEP") requirements are met. The Institution agrees that it shall cooperate with the Contractor regarding the Contractor's obligations under state and federal law to the extent legally permissible.
  - b. English Second Language Learners (ESLs); students whose first language is other than English: The Contractor shall provide services to English Second Language Learners, consistent with the Institution's and Contractor's policies and procedures.
  - c. Homeless: The contractor shall provide services to homeless students consistent with the Institution's and the Contractor's policies and procedures.
  - d. The Contractor shall provide the additional staffing necessary to meet the needs of the population of Students with special needs in the Program, which staffing is not expected to exceed a full-time Social Worker, a part-time school counselor, a part-time Special Education teacher, and a part-time EL tutor. Additional staffing as described shall be paid by the Contractor.
21. Default: The Contractor shall be in default under this Agreement if:
  - a. The Contractor does not issue payment to the Institution within ninety (90) days after the due date listed in each invoice. Should the Contractor default, the Institution shall notify the Contractor in writing, and the Contractor shall immediately pay all outstanding invoices to the Institution. If the Contractor fails to do so within ninety (90) days of the Institution putting the Contractor on notice of said default, the Institution has the right to pursue collection of any outstanding obligations through all available legal means. The Contractor shall be liable for all collection costs incurred by the Institution as a result of failure to pay outstanding but undisputed invoiced amounts.



22. Prohibition Against Assignment, Transfer and Subcontracting: Neither party shall assign, transfer, or dispose in any way any right of interest in this Agreement, nor shall neither party subcontract any services to be performed under this Agreement.
23. Independent Contractor: Each party to this Agreement will conduct itself consistent with its status, said status being that of an independent contractor, and each party hereby agrees that it, its employees and/or agents will neither hold themselves out nor claim to be an officer employee or other party, nor make claim to any rights accruing to an officer or employee of the other party.
24. Student Code of Conduct: It is expected that Students shall adhere to the Institution's Code of Conduct, as well as Gateway to College policies and procedures contained in the Student Handbook and authorized by the Board of Regents. Institution and Contractor will promote adherence to these policies whenever necessary.
25. Calendar: Students shall adhere to the Institution's school calendar, not the Contractor's.
26. Testing: The Institution will conduct standardized testing on the Institution's campus. Standardized testing is provided by the Connecticut Department of Education and there will be no costs incurred for this testing. For students in grade 11, the Institution shall administer the CT SAT School Day NGSS Science in accordance with Connecticut consummative testing requirements. The Contractor shall provide any necessary training for test administration.
27. Staffing: The Gateway to College Director will be employed by the Institution. Resource Specialist and Associate Director will be employed by the Institution. Both the Contractor and Institution shall be responsible for hiring and supervising its own Program staff. The Director and Associate Director shall participate in the staff hiring process of all Program staff and shall work with the Dean of Academics for the Institution to approve staff hires. Hires shall include part-time faculty, school counselors, and tutors, who shall be paid out of the Program budget. Program staff shall be present on the Institution campus whenever Program students are on the College campus. Program staff will follow the Institution's policies, including but not limited to the Policy on Affirmative Action Equal Opportunity and Diversity (PAA) and report PAA violations including but not limited to discrimination, harassment, and sexual harassment, to the Institution's Title IX Coordinator/AA Officer. Gateway to College Program staff are required to receive PAA training from their respective employer. Program staff shall be hired in accordance with and at all times during the term of employment shall comply with the requirements of applicable federal, state and local laws (e.g., background checking requirements, mandated reporting obligations).
28. Instructors: All dual credit and college courses will be taught by college instructors. High school credit only courses shall be taught by either certified high school teachers or college instructors.

## SECTION II - TERM

This Contract shall become effective only as of July 1, 2023 or on the date of signature by the Institution's authorized officials and the date of approval by the Office of the Attorney General (OAG), if applicable, whichever occurs last, and shall continue in effect until June 30, 2024, unless terminated earlier in accordance with the terms of Section IV.8 below.

### SECTION III - COST AND SCHEDULE OF PAYMENTS

1. State Liability.

The State of Connecticut ("State") and the College shall assume no obligation to perform services under the terms of this contract until the contract is fully executed by the College, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.

2. Total Contract Not to Exceed.

The Contractor shall pay the College a total sum not to exceed \$550,000.00 for services performed under this agreement.

3. Invoicing and Payment

a. The College shall submit invoices to the Contractor in accordance with the schedule below:

- Up to 50 students at the rate of \$11,000 per student, with a maximum contract amount of \$550,000.00.

The Funding Sources are:

- Alliance-Academics – 2547-6107-56694 - \$367,245
- Priority Schools - 2579-5319-56694 - \$182,755

b. Invoices shall, at a minimum, include the College's name, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

c. Payment shall be made by the College to the Contractor within 90 days after receipt of properly executed and approved invoices.

4. Notices: All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the Institution\*:

CT State -Gateway Campus  
20 Church Street  
New Haven, CT 06510  
Attn: Dean Rose Ellis Ph.D

If to the Contractor\*:

New Haven Public Schools  
54 Meadow Street  
New Haven, CT 06519  
Attn: Dr. Madeline Negron

[Note: \*Any party may change its Notice information in writing in accordance with this Section.]

## **SECTION IV - OTHER TERMS AND CONDITIONS**

1. Statutory Authority:

Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and /or 10a-151b provides the College with the authority to enter into contracts in the pursuit of its mission.

2. Professional Standards:

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the College in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said the College, such services as the College's requests, provided in this contract.

3. Federal and State statutes and regulations:

In performing services pursuant to this contract, Contractor, its employees and representatives shall at all times comply with all applicable federal and state statutes, regulations and laws, including, but not limited to, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act ("FERPA") and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

4. Claims Against the State:

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

5. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. Sovereign Immunity:

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the

laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

7. Indemnification and Insurance:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts of the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the College prior to the effective date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the College. Contractor shall provide an annual electronic update of the three (3) documents to the College on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- (e) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

8. Termination:

- (a) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may terminate the contract whenever the College makes a written determination that such termination is in the best interests of the State. The College shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
  - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written



notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the College sets forth in the notice shall trump the ten

(10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty-four (24) hours' prior written notice. If the College believes that the Contractor has not performed according to the contract, the College may withhold payment in whole or in part pending resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.

- (c) The College shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the College for purposes of correspondence, or by hand delivery. Upon receiving the notice from College, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to COLLEGE all records. The records are deemed to be the property of COLLEGE and the Contractor shall deliver them to COLLEGE no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from COLLEGE for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from COLLEGE, the Contractor shall cease operations as COLLEGE directs in the notice, and take all actions that are necessary or appropriate, or that COLLEGE may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which COLLEGE directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) COLLEGE shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by COLLEGE in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and COLLEGE is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by COLLEGE, the Contractor shall assign to COLLEGE, or any replacement Contractor which COLLEGE designates, all subcontracts, purchase orders and other commitments, deliver to COLLEGE all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as COLLEGE may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, COLLEGE may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by COLLEGE.

9. Nondiscrimination:

(a) For purposes of this Section, the following terms are defined as follows:

- 1) "Commission" means the Commission on Human Rights and Opportunities;
- 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (i) who are active in the daily affairs of the enterprise, (ii) who have the power to direct the management and policies of the enterprise, and (iii) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- 10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(c) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the



Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (d) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi- public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (g) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (h) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees

to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

- (i) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (j) Nondiscrimination Certification. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation on the following line: \_\_\_\_\_ Signature (Authorized Official)

10. Executive Orders and Other Enactments:

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, COLLEGE shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or COLLEGE's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

11. Family Educational Rights and Privacy Act (FERPA):

In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

12. Campaign Contribution Restriction:

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations](#)."

13. Large State Contract Representation for Contractor:

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (a) That no gifts were made by (1) the Contractor, (2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (3) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (b) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (c) That the Contractor is submitting bids or proposals without fraud or collusion with any person.



14. Large State Contract Representation for Official or Employee of the COLLEGE:

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

15. Consulting Agreements Representation:

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157l of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

The basic terms of the consulting agreement are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If Yes:

\_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

16. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the

chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;

(c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

**17. Iran Energy Investment Certification:**

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

**18. Disclosure of Records:**

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

**19. Whistleblowing:**

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large

state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

20. Audit Requirements for State and Federal Grants:

- (b) For State – Funded Grant Contracts where the Contractor has or will receive \$100,000 or more in any State grants(s) during the Contractor’s fiscal year. For purposes of this clause, the word “Contractor” shall be read to mean “nonstate entity,” as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to COLLEGE for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
- (b) Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide COLLEGE with copies of all independent auditors’ reports which cover the period of performance of this Contract. Contractor will provide a copy of its response to auditors’ reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, COLLEGE, or the General Accounting Office (GAO) during normal business hours.

21. Confidential Information:

- (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.
- (b) For purposes of this Agreement, the term “Confidential Information” shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

22. Force Majeure:

Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence (“Force Majeure”). Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, war, embargo, pandemics, epidemics, public health events of international concern (“PHEIC”), supply chain delays from countries or regions effected by PHEIC, governmental actions or orders (e.g., quarantine restrictions, travel restrictions, limitations on public gatherings, etc.), strikes, boycott, lockout, accident, explosion, riot, insurrection, terrorist act, Act of God, acts of governmental authority, or unusually severe weather.

In the case of a Force Majeure event, either party may provide written notice to delay performance under this Section for thirty (30) days. At its option, upon written notice, COLLEGE may terminate any Services that are



delayed more than thirty (30) days by a Force Majeure event. In such a situation, COLLEGE shall be reimbursed for any Services paid for but not performed within fourteen (14) days of such good-faith termination notice.

23. Quality Surveillance, Examination of Records and Inspection of Work:

Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and COLLEGE at reasonable times.

24. Assignment:

This contract shall not be assigned by either party without the express prior written consent of the other.

25. Contractor's Standards of Conduct:

(a) In order to insure the orderly and efficient performance of duties and services at COLLEGE and to protect the health, safety and welfare of all members of College/University community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of College/University rules and procedures;
- vi. Unauthorized use of College/University vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University keys;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 25. (a) above. COLLEGE may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by COLLEGE from time to time, as required, to protect the health, safety and welfare of the COLLEGE community. Upon request of COLLEGE, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

26. References to Statutes, Public Acts, Regulations, Codes and Executive Orders:

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

27. Entire Agreement:

This written contract, including Exhibit A, shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by COLLEGE. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

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**ACCEPTANCES AND APPROVALS**

**By the Contractor**

New Haven Board of Education

\_\_\_\_\_  
Contractor (Corporate/Legal Name of Contractor)

\_\_\_\_\_  
Signature (Authorized Official)

\_\_\_\_\_  
Date

Yesenia Rivera, President

\_\_\_\_\_  
(Typed/Printed Name and Title of Authorized Official)

**Connecticut State Colleges and Universities**

**Statutory Authority C.G.S. 4a-52a, 10a-151b**

**CT State - Gateway Campus**

\_\_\_\_\_  
Contracting Agency Name

\_\_\_\_\_  
Signature (Authorized Official)

\_\_\_\_\_  
Date

Sharon M. Aceto      Associate Dean of Campus Operations

\_\_\_\_\_  
(Typed/Printed Name and Title of Authorized Official)

**By the Office of the Attorney General** (approved as to form)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Typed/Printed Name)

\_\_\_\_\_  
Assistant / Associate Attorney General

## CONTRACTOR ASSESSMENT

Vendor Name: GATEWAY TO COLLEGE

Project Description: This program is designed to help 16-20-year-old students who have left high school without earning a diploma to return to education and again a high school diploma

Evaluator: Typhanie Jackson

Date: 08/08/23

	Unacceptable			Excellent		Not applica
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance					x	
2. Effectiveness of consultation					x	
3. Ability to communicate with staff and parents					x	
4. Monitor and maintain social emotional behavioral records					x	
5. Appropriate recommendations for student programming					x	
Working relationship of contractors with district						
6. Timely submission of department data					x	
7. Positive feedback from staff and families					xx	
8. Collegial, collaborative relationships with building professionals					x	
Implementation of practice across the district						
9. Flexibility in scheduling						
10. Team work with teacher and other professionals					x	