



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** New Haven Adult & Continuing Education  
**Date:** August 15, 2022  
**Re:** Non-Financial Agreement with Gateway Community College

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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: Student Educational Training Affiliation**
3. **Amount of Agreement and hourly or session cost: Non-financial Agreement**
4. **Funding Source and account number: Non-financial Agreement**
5. Approximate number of staff served through this program or service: **0**
6. Approximate number of students served through this program or service: **30**
7. **Continuation/renewal or new Agreement? Continuation Agreement with no cost**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? **Yes, Continuation, Non-Financial**
  - b. What would an alternative contractor cost: **N/A**
  - c. If this is a continuation, when was the last time alternative quotes were requested?  
**N/A**
  - d. For new or continuation: is this a service existing staff could provide. If no, why not?  
**N/A**
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)

**9. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? **No**
- b. Is the Contractor Local? **Yes**
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? **Yes, Local.**
- d. Is the Contractor a public corporation? **No**
- e. Is this a renewal/continuation Agreement or a new service? **Renewal**
- f. If it is a renewal/continuation has cost increased? If yes, by how much? **Non-Financial**
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: **Yes, teachers are trained and supported by Gateway Community College.**

**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: **Gateway Community College**
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? **Non-Financial Agreement**
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? **Non-Financial Agreement**
- d. Who were the members of the selection committee that scored bid applications? **N/A**
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. **N/A**

**11. Evidence of Effectiveness & Evaluation**

**Answer all questions**

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? **This is a partnership between Gateway Community College and New Haven Adult Education Center. The partnership affords New Haven Adult Education students the opportunity to participate college courses while completing their high school diploma. The program supports a smoot transition for adult learners.**

- 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? **N/A**
12. Why do you believe this Agreement is fiscally sound? **Non-Financial Agreement**
13. What are the implications of not approving this Agreement? **Gateway Community Classes will be not be offered on-site at NH Adult Education.**

**STUDENT EDUCATIONAL  
TRAINING AFFILIATION AGREEMENT**

BY AND BETWEEN

Gateway Community College

AND

New Haven Board of Education

**TERM**

From: 8/1/2022 To: 7/31/2025

This Affiliation Agreement (the "Agreement") is made by and between Gateway Community College (hereinafter the "Institution"), a constituent unit of the State of Connecticut System of Higher Education, and New Haven Board of Education (hereinafter the "Facility" or "Contractor").

**WHEREAS**, the Institution offers a program The GAP Program (hereinafter the "Program" or collectively "Programs"); and

**WHEREAS**, the Contractor desires to provide a college readiness experience, and instruction to its students who are preparing to transition to college; and

**WHEREAS**, the Facility, in the interest of furthering the educational objectives of the Institution, is willing to make its Facility available to the Students for such experience and instruction; and

**WHEREAS**, the Facility's operations include a facility or facilities suited to the needs of the Institution; and

**WHEREAS**, the Institution is authorized to enter this Agreement under provisions of Sections 10a-6, 4a-52a and 10a-151b of the General Statutes of the State of Connecticut.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby AGREED:

**1. EDUCATIONAL TRAINING PLAN, PHILOSOPHY AND IMPLEMENTATION**

- 1.1 Philosophy and Objectives of the Program. The objectives of the GAP Program are to: 1) prepare Students for transition to college; 2) increase independent skills; and 3) increase knowledge of and access to community resources.

## 1.2 Education Training Program Plan/Implementation.

- (a) The Institution and Contractor shall collectively be responsible for the planning, implementation and execution of its Students' educational training experience.
- (b) The Institution shall submit to the Facility, at least thirty (30) days prior to commencement of the Program, a description of the types of training experiences needed by the Students, the dates during which such experiences will be needed, the number of Students expected to participate in the Program, and the names, professional credentials, and evidence of current licensure (if applicable) of the Institution's faculty personnel (hereinafter the "Faculty") who will supervise Students enrolled in Programs that require Faculty supervision on the premises of the Facility.
- (c) The Institution shall inform the Facility as soon as practicable of any changes in information previously provided to the Facility regarding the Program.

**2. TERM, AMENDMENT AND TERMINATION OF AGREEMENT.** The term of this Agreement shall be effective only as of the date of signature by the Institution's authorized official, and if applicable the date of approval by the Connecticut Attorney General or the date first written above, whichever is later, and shall remain in effect until the term end date written above. Prior to the end of this term, the parties may renew the Agreement by an amendment to this Agreement executed by both parties and if applicable, approved by the Connecticut Attorney General. Such desire to renew shall be conveyed in writing at least sixty (60) days prior to the end of the termination date. Either the Facility or the Institution may terminate this Agreement at any time without cause by giving one hundred and twenty (120) days written notice to the other party. If either party moves to terminate this Agreement prior to its expiration, termination shall not become effective until the Students in their fieldwork placement have completed their scheduled clinical experience, or the Facility and the Institution agree otherwise, in writing. The Institution maintains the right to withdraw student(s) from the Facility in accordance with Section 4.7 below.

## 3. FACILITY RESPONSIBILITIES

- 3.1 Experience. The Facility will assist and accept Students for educational readiness experience.
- (a) The Facility shall provide the opportunity for Students to participate in the GAP program under the supervision of an employee of the Facility or Faculty in accordance with the terms of this Agreement.
  - (b) When agreed upon by both parties, students may receive college readiness experience under the supervision of an employee of the Facility.
- 3.2 Equipment and Use of Facilities. The Facility shall provide equipment and supplies necessary for the administration of care by Students; space for conferences connected with Students' instruction; phone access; and, if available, secured locker room or equivalent space for use by Students and Faculty at no cost.

- 3.3 Orientation for Faculty and Students. The Facility shall provide Faculty and Students with relevant Facility information, including policies, procedures, and rules for which Faculty and Students must comply.
- 3.4 Professional Standards. In rendering services under this Agreement, the Facility shall conform to high professional standards of work and business ethic. The Facility 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 Agreement, the Facility agrees to provide to the Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said Institution, such services as the Institution requests, provided in this Agreement.
- 3.5 Emergency Medical Care. The Facility will provide emergency medical care to Students and/or Faculty who become ill or who are injured while on duty at the Facility or arrange transport to an acute care facility, as applicable. The Institution shall advise its Students and Faculty that the cost of such care shall be the responsibility of the individual receiving it.
- 3.6 Student Education Records. The Facility acknowledges that it may be given access to student education records in the course of performing its obligations pursuant to this Agreement. The Facility acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The Facility further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.

#### **4. INSTITUTION RESPONSIBILITIES**

- 4.1 Planning. The Institution shall be responsible for the planning and execution of New Haven Adult Education (NHAE) – GAP Adult Education Partnership (GAP) Students' enrollment into GAPS coursework for college readiness experience.
- 4.2 The Institution shall submit to the Facility, at least thirty (30) days prior to the commencement of the Program, a description of the types of training experiences needed by its faculty and Students, in accordance with Section 1.2(b) above.
- 4.3 Compliance with Facility Rules. The Institution will advise Students and Faculty that they are required to comply with all rules and regulations of the Facility and instructions of Facility personnel. Upon the Facility's request, Students may be required to wear and visibly display identification badges issued by the Facility or Institution and a name tag acceptable to the Facility.
- 4.4 Confidential Information. The Institution will advise its Students, Faculty, and Institution personnel that they must not disclose any confidential material or information connected with the Facility or any of its patients, except as required by federal or State law, including the Connecticut Freedom of Information Act (FOIA). The Institution shall also advise its Students and Faculty that they must comply with the Facility's policy on confidentiality.

- 4.5 Withdrawal of Students from the Facility. The Institution shall withdraw any Student from the Facility due to health, performance, or other reasonable reasons if such Student's continued participation in the Program is detrimental to the Institution, Student and/or Facility. The Institution may immediately withdraw student(s) from the Facility when the Institution determines that student(s) are at risk. The Institution agrees to withdraw any Student from the Facility immediately upon the request of the Facility provided the Facility furnishes information to the Institution that the Student's continued participation in the Program is detrimental to Institution, Student and/or Facility.
- 4.6 Immunizations and Physical. The Institution shall advise Students and Faculty that they will be required to provide the Facility with evidence that they meet the Facility's requirements for immunization and physical examination, as applicable. The Facility may refuse to accept for assignment any student or faculty member for whom satisfactory evidence of health status and immunization history has not been provided. |

## 5. SHARED RESPONSIBILITIES

- 5.1 Instruction and Supervision. The institution shall approve faculty for teaching and supervising students assigned to the Facility for the educational experience. Facility shall be responsible for the supervision and instruction of Students and shall at all times retain authority and responsibility for the delivery of care. |
- 5.2 Required In-Services. The Institution will provide in-services to Students and Faculty in advance of the first experience. |
- 5.3 Program Evaluation. Facility personnel will consult at least one time(s) each year with the Institution for the purpose of evaluating the Program at the Facility, in an effort to continually provide an appropriate learning environment for the Students.
- 5.4 Students and Faculty Not Employees or Agents. Both the Facility and the Institution acknowledge that neither Students nor Faculty are to be considered employees or agents of the Facility. Students shall not receive compensation of any kind from the Facility.
- 5.5 Insurance. Each party to this Agreement agrees to procure and maintain at its own cost all such insurance coverage as would be usual and prudent for a comparable organization to maintain in respect of the activities carried on by that party pursuant to this Agreement and to provide evidence of such insurance to the other party on that party's reasonable request.

## 6. COST AND SCHEDULE OF PAYMENTS

- 6.1 No Payment - Neither party to this Agreement shall provide compensation of any kind to the other party. |

## 7. GENERAL PROVISIONS. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Facility.

7.1 Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the Institution or Facility at the address set forth, below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Institution: [Gateway Community College]  
20 Church Street  
New Haven, CT06510  
Attn: Kaitlyn Kos, Transitional Strategies Initiative Coordinator

If to the Facility: New Haven Board of Education[Click here to enter Facility name]  
54 Meadow Street  
New Haven, CT 06519  
Attn: Michelle Bonora, Principal of New Haven Adult and Continuing Education

7.2 Prohibition against Assignment. Except as provided in this Section, this Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of this Agreement or any parts thereof in violation of this Agreement shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

7.3 Accommodations for Persons with Disabilities. In the event that a Student, Faculty, or other Institution personnel requests accommodations for a disability beyond those accommodations that are currently available at the Facility, and provided that the Institution determines that such accommodations should be provided, the Institution shall be responsible for making any reasonable arrangements necessary to effectuate reasonable additional accommodations.

7.4 Worker's Compensation. The Institution and Facility agree that the Facility is not responsible for any Workers Compensation or disability claim filed by a Student or Faculty.

**8. REQUIRED PROVISIONS – STATE OF CONNECTICUT. References in this section 8 to “contract” shall mean this Agreement and references to “Contractor” shall mean the Facility.**

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

8.2 Indemnification. The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, including those arising out of injury to



or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors. Notwithstanding the foregoing, Contractor shall not be obligated to indemnify the State for any claims arising solely out of the negligent acts or omissions of the Students.

8.3 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 Client Business 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.

8.4 Non Discrimination. | Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes. |

8.5 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, the Client Agency 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 the Client Agency'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 Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. 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.

- 8.6 Power to Execute. The individual signing this Agreement on behalf of the Facility certifies that s/he has full authority to execute the same on behalf of the Facility and that this Agreement has been duly authorized, executed and delivered by the Facility and is binding upon the Facility in accordance with the terms.
- 8.7 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.
- 8.8 Entire Agreement. This written Agreement shall constitute the entire Agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the Institution. This Agreement may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**FACILITY**

**INSTITUTION**

[Click here to enter Facility name]

[CHOOSE AN INSTITUTION]

By: \_\_\_\_\_

By: Sharon Aceto

Print Name: Yesina Rivera

Print Name: Sharon Aceto

Title: President of Board of Education

Title: Associate Dean of Campus Operations

Date: \_\_\_\_\_

Date: 08/03/2022

**By the Connecticut Attorney General**

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019. Therefore, no signature is required below.