

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Denise Duclos
Date: 06/21/2021
Re: FY22 School Readiness Agreements

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank):

Approval is requested for 6 Agreements by and between New Haven Board of Education and School Readiness contractors. Providers will serve a total of 305 children for a total of \$1,710,000. The Contractors will provide an early care and education preschool program for New Haven children ages 3-4 years. The Contractors will receive \$6,000/child for a school day/school year and \$4,500/child for part day/school year.

Amount of Agreement and the Daily, Hourly or per Session Cost:

<u>Contractors</u>	<u>Spaces approved for these Contractors</u>	<u>Totals</u>
6	305	\$1,710,000

Funding Source & Account #: School Readiness Program, 2523-5385 56697 Location 0442

Key Questions: (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):

- Please describe how this service is strategically aligned to the District Continuous Improvement Plan?*
Providing a quality preschool experience offers children a chance to practice and learn the skills and information needed to be successful lifelong learners. Preschool programs offer children experiences that support gains in all developmental domains-social, emotional, cognitive, physical and language areas, all areas critical to a positive kindergarten experience.
- What specific need will this contractor address?*
The State Office of Early Childhood (OEC) goals for the School Readiness Grant are:
 - Provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling;
 - Provide opportunities for parents to choose among affordable high-quality programs;
 - Encourage coordination and cooperation among programs and prevent the duplication of services;
 - Strengthen the family through encouragement of parental involvement in a child's development and education and to enhance of a family's abilities to meet the needs of their children, including children with disabilities and,
 - Improve the coordination of services of child care Contractors.
- How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection.*
Due to Covid 19, the Office of Early Childhood did not require an RFP process. However, the New Haven Early Childhood Council, in an effort to encourage new child care centers to apply, voted to hold a competitive RFP process.

4. *If this is a continuation service, when was the last time the alternatives were sought?*

As state above, the Council sought new programs through a RFP process

5. *What specific skill set does this contractor bring to the project?*

School Readiness preschool staff must meet the educational requirements established by the CT Office of Early Childhood. For FY22, the requirements are for all lead teachers to have a minimum of a Child Development Associate and 12 credits in early childhood education. In FY25, all lead teachers must have either an Associates Degree or a Bachelor's Degree in Early Childhood.

6. *How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume):*

All School Readiness contractors must provide a developmentally appropriate program and meet the requirements as set forth in the Scope of Services, Exhibit A.

The provider also meets the Council's priority to offer a full day, full year program for children whose parents/guardians are working, in school or in a job training program. The program is proud of its multicultural community and its ability to serve the needs of New Haven's diverse population.

7. *Is this a new or continuation service?*

This is a continuation service.

8. *If this is a continuation service has cost increased?*

a) *If yes, by how much?*

Costs have not increased. Costs are set by the CT Office of Early Childhood.

b) *What would an alternative contractor cost?*

All contractors receive the same rates.

c) *Is this a service existing staff could provide? Why or why not?*

New Haven Public Schools also receives School Readiness funds and provides a preschool program in 5 schools.

9. *Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?*

Contractors must meet the School Readiness requirements as set by the OEC. These include:

- accreditation by the National Association for the Education of Young Children or Head Start,
- use of curriculum standards and child assessments aligned with the OEC;
- teacher education requirements as described above;
- Compliances with the 11 Quality Components as outlined in CT General Statutes Sections 10-160 to 10-16u— The 11 components include: collaboration, parent involvement, health, nutrition, pre-literacy practices, family literacy, admission policies, transition to kindergarten, professional development, a sliding fee scale and an annual program evaluation

10. *If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)*

Due to Covid 19, on-site monitoring of the School Readiness Contractors was not possible. The Monitoring Tool used to assess all program components, as required by the CT OEC, is available for the Committee.

11. *If the service is a professional development program, can the training be provided internally, by district staff? N/A*

a) *If not, why not? Not Applicable*

b) *How will the output of this Agreement contribute to building internal capabilities?*

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

All School Readiness Contractors submit monthly fiscal and program reports to ensure funds are utilized as required. Compliance is monitored by NHPS School Readiness fiscal and program personnel.

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

The School Readiness applications which preceded the issuing of agreements was approved by both the New Haven Early Childhood Council and the CT Office of Early Childhood.

In general, the New Haven School Readiness Council has, on rare occasions not approved a provider for initial funding, or, when all efforts to help a current provider improve services have not shown significant results, funding was not continued. The Council prefers to use its resources, such as education consultants and staff to help School Readiness programs be successful at implementing a quality improvement plan.

Calvin Hill Day Care Center Inc.	10	\$ 60,000
Creating Kids at CT Childrens Museum	9	\$ 54,000
Gateway Community College Early Learning Center	40	\$ 240,000
Leila Day Nursery Inc.	24	\$ 135,000
NHPS Columbus Family Academy	40	\$ 240,000
NHPS East Rock School	60	\$ 300,000
NHPS Hill Central School	40	\$ 240,000
NHPS Nathan Hale School	50	\$ 258,000
NHPS Augustus Troup School	20	\$ 120,000
Westville Community Nursery School	12	\$ 63,000
TOTALS	305	\$ 1,710,000

**AGREEMENT
BETWEEN**

**GATEWAY COMMUNITY COLLEGE
AND
NEW HAVEN PUBLIC SCHOOLS**

This Agreement ("Contract") is entered into by and between Gateway Community College, a constituent unit of the State of Connecticut System of Higher Education, with an address of 20 Church Street, New Haven, Connecticut, 06510 (hereinafter the "Institution" or "College"), and New Haven Public Schools (hereinafter the "Contractor" or "NHPS") with a principal place of business at 54 Meadow Street, New Haven, Connecticut, 06519 to provide an early care and education program for New Haven children between the ages of 3-4 years old as stated in the policies and procedures outlined by the CT Office of Early Childhood and the New Haven School Readiness Council.

L GENERAL

The Institution will provide an early care and education program to New Haven children ages 3 and 4 years old in a location licensed by the CT Office of Early Childhood or, exempt from licensing by the CT State Department of Education, utilizing fully staffed classrooms with personnel who are qualified by experience, training and as required by the CT Office of Early Childhood (OEC) and the National Association for the Education of Young Children (NAYEC) or the Head Start program.

The early care and educational program will include as following:

SECTION 1: REQUIRED SERVICES and STAFFING

A. OUTREACH SERVICES AND RECRUITMENT OF FAMILIES

1. The Institution is responsible for recruitment and enrollment of eligible children. Eligibility criteria, as determined by the NHECC includes the New Haven residency requirement and allotting 75% of the total School Readiness funded spaces for families who are at or below 75% of the State Median Income as determined by the OEC.
2. Any School Readiness (SR) space that becomes vacant will be filled within 15 business days.
3. The Institution is to keep documentation of their outreach efforts. Outreach should include contacts with the organizations that have Memoranda of Understanding with the New Haven Early Childhood Council (NHECC) as well as businesses and other organizations within the vicinity of the center.
4. If the Institution is not at full capacity by October 31st, the Institution must submit a recruitment plan by November 15th for approval by the NHECC. At the recommendation of the NHECC, the Board may amend the Agreement to reduce the Institution's grant allocation.
5. If the Institution is at capacity, the Institution must share their waitlist with the School Readiness Office.

EDUCATIONAL SERVICES

1. Learning environment, curriculum and assessment
 - a. The Institution will provide a developmentally appropriate, play-based early care and education program for children age 3 to 4 years and eligible 5 year olds. .
 - b. For each classroom, weekly Learning Experience Plans will be developed, followed and archived. The content of each plan will be based on children's interests and the CT Early Learning and Development Standards (ELDS). Curriculum standards that have been cross-walked with the ELDS may also be used.
 - c. A developmental screening tool will be used within the first 45 days of a child's entry into the program. Acceptable screening tools include: the Ages and Stages Questionnaire and the Ages and Stages Social/Emotional Questionnaire (ASQ); the Gesell Institute Developmental Screen, Early Screening Inventory (ESI) and Temperament and Atypical Behavior Scale TABS).
 - d. Classroom staff will document children's growth, understanding and skill in the areas of: cognition; social; emotional; physical health; language and literacy; creative arts; mathematics; science; and, social studies. Documentation should include teacher observations, work samples and parent input. Teachers will document how children's ideas are incorporated into the curriculum.
2. Family participation
 - a. Ongoing documentation will culminate in two annual assessment periods. Teachers will share the assessment with parents at 2 parent-teacher conferences annually. At least 80% of parents will attend 2 annual conferences. Documentation will include conference times and length, the comments and signature of parents.

B. QUALITY COMPONENTS

As outlined in CT General Statutes Sections 10-16o through 10-16u, each program will:

1. Develop a plan for collaboration with other community programs, including public libraries. Coordinate resources to facilitate full-day and full-year child care and education programs for children of working parents and parents in education or training programs;
2. Encourage family involvement, parenting education and outreach;
3. Provide referrals for health services, including referrals for appropriate immunizations and screenings;
4. Provide nutrition services;
5. Provide referrals to family literacy programs that incorporate adult basic education and provide for the promotion of literacy through access to public library services;
6. Develop admission policies that promote enrollment of children from different racial, ethnic and economic backgrounds and from other communities;
7. Develop a transition plan for children moving from the School Readiness program to kindergarten. This includes provisions for the transfer of records from the program to the kindergarten program;
8. Develop a plan for professional development for staff; including, but not limited to, training in pre-literacy skills development, and designed to assure respect for racial and ethnic diversity;
9. Use the OEC designated sliding fee scale for families participating in the program;
10. Implement an annual evaluation of the effectiveness of the program; and
11. Develop a plan to ensure that children with disabilities are integrated into programs with children who are not disabled

C. STAFFING

1. HIRING AND STAFFING LEVELS

- a. The Institution will maintain adequate teacher:child ratios that at minimum, adhere to the OEC Day Care Licensing Regulations.
- b. Any staff changes will be reported to the School Readiness Office on the Staffing Coverage Form and added to the CT Registry.

2. EDUCATION REQUIREMENTS

Each classroom will meet the following:

- a. OEC Day Care Licensing regulations
- b. OEC Quality Staff Member education requirements
- c. NAEYC or Head Start requirements

3. STAFF ORIENTATION, STAFF DEVELOPMENT

All staff will have:

- a. The understanding, skills & experience to work with preschool children and families.
- b. An orientation within the first two weeks of hire. This must include an overview of the School Readiness Program policies, procedures and expectations.
- c. A staff development plan that includes the education requirements set forth by OEC's Bureau of Early Care and Education and its Licensing Unit, NAEYC and NHECC. Staff training will be documented in each staff members file. First year full time staff will complete all required trainings by May of their first year. Part time staff will complete trainings required for the position by all regulatory agencies including the School Readiness professional development areas of language and literacy, diversity, and working with children with special needs.
- d. Staff development plans will also include training in the CT Early Learning Development Standards (ELDS), CT Documentation and Observation for Teaching System (DOTS) or similar systems. Regular observations, at minimum quarterly and preferably once a month, by the program leader and/or education consultant will be included in the staff member's professional development plan and annual evaluation.
- e. A program-wide staff development plan with proper documentation as required by NAEYC.

4. SUPERVISION

- a. All staff will be supervised by the program's education leader or designee with the skills and knowledge to support their professional learning. Supervision will include classroom observations, regular meetings with staff and a plan of goals, action steps and measures of progress as well as the strengths observed and contributions made to the program. The plan must be updated at least twice a year.
 - a.1 The Institution is required to report any alleged act of commission or omission, suspicion of child abuse or neglect to all regulatory agencies within 24 hours, the School Readiness Office (SRO), the OEC, NAEYC and/or Head Start. Notification must include the date and time of the alleged act and the nature of the complaint. The Institution must also notify the SRO of the results of any investigation and any actions taken by the Contractor to correct the situation.
 - a.2 The Institution will also inform the SRO of any notification to Department of Children and Family (DCF) against a parent or non-employee of a SR funded child.

D. CONSULTATION

As required by NHECC Policies, the Institution must have an education consultant who provides consultation to teachers and program leaders for a minimum of 2 hours per month. This may be the education consultant on the Institution's OEC License, or may be another qualified consultant with expertise in curriculum, assessment, classroom management and supervision. The Institution will notify the SRO of the education consultant selected. The consultant's time and focus will be recorded monthly.

SECTION 2: REPORTING REQUIREMENTS AND RECORD KEEPING

A. REPORTING REQUIREMENTS

1. All reports are to be submitted by the due date. The monthly reporting periods and due dates are listed on the chart below.
Monthly Reports include:
Priority School Readiness Monthly Report
Site Data Report
Withdrawal Report
Financial Report, including accounting for the collection and use of parent fees and Care for Kids funds consistent with the terms of this Contract.
2. The Institution must update their program's information on the CT Registry and the ECE Reporter systems on a monthly basis.
3. Any staff changes are to be reported to the SRO within 5 business days, by updating the Staffing Coverage Plan.
4. Using the protocol established by the OEC, all state funded programs are to email the SRO the required NAEYC, OEC and DCF documents.
5. Annual evaluations, surveys or other documents requested by OEC or by the SRO on behalf of the New Haven Board of Education and/or the New Haven Early Childhood Council.

B. RECORD KEEPING

1. Staff files contain a cover sheet listing completion dates of professional development training, staff self-evaluation, annual Professional Development (PD) goals, and annual evaluations with supporting documentation on file. Staff in programs that are exempt from licensing must have a minimum of 15 hours of professional development. Notes of education leaders' and/or their designees' classroom observations, meetings with individual teachers, teaching teams and full staff are documented and outline next steps and a timeline.
2. Child files Enrollment: contain a checklist listing all the documents required by OEC Licensing Unit and the SRO, with supporting documents on file. Records of daily family sign in/out sheets and daily attendance are kept on file and agree with the data submitted on the Site Data Report and in the Early Childhood Intervention Service (ECIS).
Child files Assessment: there is a system to track teachers' observation notes and assessments to ensure that all domains are assessed with ample supporting documentation. Assessments should be completed at least twice a year.
3. The Institution will maintain books, records, documents, program and individual service records, evidence of its accounting and billing procedures and practices for a period of 3 years.

SECTION 3: PROGRAM MONITORING

The Institution will make all records and documents required under this Agreement as outlined here, in OEC Policies and NHECC Policies available to the SRO or its designee, the SR Fiscal Officer or their designee and the OEC. Scheduled monitoring visits will take place twice a year. The SRO and OEC reserve the right to make unannounced visits.

SECTION 4

Provision against assignment: The institution may not at any time assign any responsibilities of this contract to any other person, persons or agency without prior approval by SRO.

Access: The information shall be available during the hours of the Institution's program operation and at all other reasonable times for monitoring, inspection, review or audit by employees or agents of the Board and/or the supervising state agencies. The Board reserves the right to conduct unannounced visits to funded sites to confirm reported data.

Complaints: The Institution will ensure that all families funded through the School Readiness Grant are aware of their rights to have their concerns/complaints addressed. The Institution will inform families in writing of the steps to follow to have a complaint/concern resolved. This will include the contact information for the SRO. NHECC Policies and Procedures make clear the steps the SRO will take to help resolve the complaint.

Suspension and/or Expulsion: No child should be expelled or suspended from a program. In the rare instances when a child's behavior jeopardizes the safety of themselves or others, the Institution will immediately notify the SRO in writing of the situation and the actions taken to date to remedy the concern. The Board and the NHECC reserve the right to eliminate the funded spaces in cases where it deems the termination is not in keeping with the intent of the School Readiness Program.

Insurance: the Institution is required to provide proof of liability coverage.

Statement of Non-Discrimination: the Institution agrees that in the performance of this Agreement and in the composition of its staff, governing bodies and families it will not discriminate against any person or group of persons on the basis of race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, sexual orientation, learning disability or on any other unlawful grounds.

Non-Renewal: in the event that this agreement is canceled or if the Board does not offer the Contractor a new Agreement of the same or similar service upon its expiration, the Institution will assist in the orderly transfer of clients served under this Agreement to a new program and will assist in the orderly cessation of the operations under this Agreement and return of all property purchased with School Readiness funds.

Termination and Default: if the Institution fails to fulfill its obligations under this contract, the Board, in consultation with the New Haven Early Childhood Council may:

- Temporarily Withhold payments until the obligation is fulfilled to the satisfaction of the Board;
- Temporarily or permanently discontinue services under the Agreement;
- Require that unexpended funds be returned to the Board;
- Assign appropriate personnel to execute the Agreement until such time as corrections have been made to the satisfaction of the Board;
- Require that this contract be assigned to an agency or person designated by the Board to bring the program into contractual compliance.
- Terminate this Agreement; or
- Take such other action, as the Board believes necessary.

SECTION 5: COMPENSATION FOR SCHOOL READINESS FUNDED PROGRAMS

Compensation for services is based on the approved maximum number of children served each reporting period (see below for report periods) where each child is in attendance at least one day during the reporting period. For each child served, programs will be reimbursed at the rates established by the CT Office of Early Childhood.

Compensation will be made upon the submission of an invoice and is contingent on the timely receipt of expenditure reports, invoices and all program and service reports outlined in this Contract. In the event that reports have not been submitted by the deadlines stipulated in the Contract, the Board will delay payment until such time the report(s) are submitted and approved. The current rates are:

School day/school year services will be paid at the rate of \$600.00 per month, not to exceed \$6,000 per child per year. School day/school year is defined as 6 hours/day, 10 months/year, where children regularly attend 5 days/week for a minimum of 6 hours/day.

Monthly Reporting Due Dates—

PSRMR, SDR, Withdrawal REPORTING PERIODS		# of wks	DUE DATES
From	End Date		
July 1, 2021	July 30, 2021	4	August 3
August 2, 2021	August 27, 2021	4	August 31
August 30, 2021	September 24, 2021	4	September 28
September 27, 2021	October 29, 2021	5	November 2
November 1, 2021	November 26, 2021	5	November 30
November 29, 2021	December 31, 2021	5	January 4
January 3, 2022	January 28, 2022	4	February 1
January 31, 2022	February 25, 2022	4	March 1
February 28, 2022	March 25, 2022	4	March 29
March 28, 2022	April 29, 2022	5	May 3
May 2, 2022	May 27, 2022	4	May 31
May 30, 2022	June 24, 2022	4	June 28

SECTION 6: OUTCOME MEASURES

OUTCOMES	MEASURES
Improve access to and utilization of School Readiness Preschool Programs for New Haven 3 & 4 year olds.	SR monthly utilization rate of 95% to 100% will be maintained from September to June 30. Programs have a detailed recruitment plan to reach out to New Haven families including families in underserved neighborhoods. Spaces that become vacant will be filled within 15 business days.
Reduce the chronic absenteeism rate.	Chronic absenteeism is defined as a monthly attendance rate of less than 85%. When attendance falls below 85%, families will be contacted, reasons for the absences and a plan to improve attendance will document progress.
Increase the quality of early childhood programs by recruiting and maintaining the current OEC education requirement: at least one teacher in every classroom with a minimum of a (Child Development Associate) CDA and 12 early childhood credits.	100% classrooms, including non-funded rooms will meet the education requirement.
By July 1, 2022, SR funded programs will hire teachers who meet the OEC's increased education standards by having a minimum of 50% of classroom lead teachers with an approved Associate's Degree.	SR programs have individual education plans for each staff member that includes meeting the OEC July 1, 2022 goal. Education plans are updated every six months and show progress toward the goal.
Children will show growth in all developmental domains	Classroom environments and weekly Learning Experience Plans will align and consistently include strategies to support children's development as outlined in the OEC's Early Learning Development Standards (ELDS). Assessment documentation will show 95% of all children have made progress in each developmental domain.

II. TERM OF THE AGREEMENT

This Contract shall become effective only as of September 7th, 2021 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, 2022, unless terminated earlier in accordance with the terms of Section IV.7 below.

III.

Funding source and acct # including location: CT Office of Early Childhood 2523 5384 56697 Loc Code 0442

DD

- Up to 40 "spaces" for school day/school year services to be paid at the rate not to exceed \$6,000 per child/year, or \$600 per month, for a total not to exceed \$240,000.00. The rate is set by the State

MAXIMUM AMOUNT OF CONTRACT \$ 240,000.00.

- 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*: Gateway Community College
20 Church Street
New Haven, CT 06510
Attn: Sarah Chambers, Director of Early Learning Center
Email: SChambers@gatewayct.edu

If to the Contractor*: New Haven Public Schools
54 Meadow Street
New Haven, CT 06519
Attn: Denise Duclos, School Readiness Project Director

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

IV.

GENERAL STATE CONTRACT PROVISIONS:

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.
2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor 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.
3. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State from and against any and all claims, losses or suits according to or resulting from any Contractors, Subcontractors, laborers, or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of the contract.
4. **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.
5. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
6. **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.
7. **Termination.**
 - a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution 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 Institution, 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 Institution 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 Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.

- c. The Institution 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 Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, 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 the Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the

Institution 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 the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution 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. The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution 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 the Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution 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 the Institution may request.

- f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution 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 the Institution.

8. **Entire Agreement and Amendment.** This written contract 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 the Institution. 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.

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: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) 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.

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).

- (b) (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.
- (c) 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.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) 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.
- (f) 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.
- (g) (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.
- (h) 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.

10. **Executive Orders.** 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.
11. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
12. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(f)(2) 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 Agreement expressly acknowledges receipt of the State Election 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, referenced herein as Exhibit A
13. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.
14. **Confidential Information.** 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.

15. 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.
16. **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.
17. **Summary of State Ethics Laws**. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
18. **Whistleblower**. 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 for each offense, up to a maximum of twenty percent (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.
19. **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.
20. **Audit Requirements for State Grants**. 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 the Institution 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.

21. **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 the Institution 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, Institution, or the General Accounting Office (GAO) during normal business hours.

For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, Institution, or the GAO during normal business hours.

22. **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 Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.

23. **Contractor's Standards of Conduct.**

- (a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's 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 Institution rules and procedures;
 - vi. Unauthorized use of Institution 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 22 (a) above. The Institution 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 the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

V.

ACCEPTANCE OF AGREEMENT

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.

Gateway Community College

New Haven Board of Education

By: _____

By: _____

Print
Name: _____

Print
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By the Connecticut Attorney General (approved as to form)

By: _____

Print Name: _____

Title: _____

Date: _____



NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties - Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties - Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

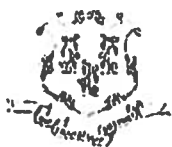
"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of New Haven Board of Education,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of State of Connecticut,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of

_____, 20 _____, by the governing body of New Haven Board of Education
Name of Entity

In accordance with all of its documents of governance and management and the laws of

State of Connecticut, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of New Haven Board of Education comply with
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

The undersigned has executed this certificate this _____ day of _____, 20 _____.

Authorized Signatory Date

Printed Name

DD