

NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

CONTRACTOR: Gateway Community College AMENDMENT #: 1

GRANT # if applicable: _____ AGREEMENT #: FY22-1567

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: _____ DATE: 5-9-22

FUNDING SOURCE FOR AGREEMENT: Alliance-Academics – 2547-6107-56694 - \$367,245
• Priority Schools - 2579-5319-56694 - \$182,755

ACCT # FOR AGREEMENT:

ORIGINAL AMOUNT OF AGREEMENT: \$550,000.00 (No change to the amount)

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 550,000.00

____ x ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 0

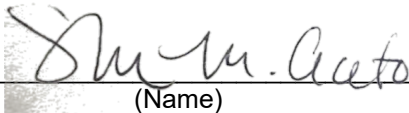
_____ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 550,000.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: Alliance-Academics – 2547-6107-56694 - \$367,245
• Priority Schools - 2579-5319-56694 - \$182,755

DESCRIPTION AND NEED FOR AMENDMENT: The State of CT mandated Terms and conditions changed along with contract template. Section IV, 2. Professional Standards, 3. Federal and State statutes and regulations Insurance, replace the word-"Institution" ~~was replaced~~ with "College", 10. Executive Orders and Other Enactments, 13. Large State Contract Representation for Contractor, 14. Large State Contract Representation for Official Employee of the COLLEGE, 15. Consulting Agreements Representation: 17. Iran Energy Investment Certification, 23. Quality Surveillance, Examination of Records and Inspection of Work, 26. References to Statutes, Public Acts, Regulations, Codes and Executive Orders, & Exhibit A

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  05/09/2022
(Name) (Date)

Assoc. Dean of Campus Operations
(Title)

NEW HAVEN BOARD OF EDUCATION:

President (Date)



Original Amendment ID #FY22-1567

State Contracting Agency: Gateway Community College (hereinafter the "Institution" or "College")

Street: 20 Church Street

City: New Haven State: CT Zip: 06510

Tel#: _____

Hereby enters into a Contract with:

Contractor's Name: New Haven Public Schools, (hereinafter the "Contractor" or "NHPS")

Street: 54 Meadow Street

City: New Haven State: CT Zip: 06519

Tel#: _____ E – MAIL: _____

The term of this contract is from 7/ 1 / 2021 through 6/ 30 / 2022

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

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

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

**Contractor should address all questions regarding the scope or performance of services to:
Erik Murrell: Email: emurrell@gwcc.commnet.edu**

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

FOR INTERNAL USE ONLY

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

SECTION I - DESCRIPTION OF SERVICES

1. Gateway to College Program: The Gateway to College Program, (hereinafter, the "Program") is designed to help 16-20- year-old students who have left high school without earning a diploma to return to education and earn a high school diploma while earning college credit at the Institution. Additionally, the Program serves as a referral option for in-school students at risk of leaving school and who are significantly behind in credits. Students will participate in classes and receive support services such as tutors and counselors provided by the Institution to facilitate success in obtaining a high school diploma and continuing in higher education. After each student completes his/her first semester, he/she will begin course work toward a chosen field offered by the Institution and earn a high school diploma while accruing credits towards a certificate or degree program offered by the Institution.
2. Provision of Courses: Students must be enrolled in dual (both high school and college-level) credit courses approved by the College to receive both high school and college credit for the courses.
3. Instruction of Courses: The Institution's Instructors, as defined in Section 1.29 below, shall teach and monitor the instruction of the courses to assure the quality and uniformity of instruction in accordance with NECHE (New England Commission of Higher Education) standards and applicable standards established by the State of Connecticut and the Contractor.
4. Facilities: Courses shall be conducted on the Institution's downtown campus at 20 Church Street, New Haven, CT 06510. The Institution shall provide facilities on the campus for students to take both high school and college level credit courses and receive support services.
5. Tuition and Fees: NHPS shall pay all tuition and fees in accordance with Sections I.7 and III below.
6. Student Apportionment: The Contractor agrees to enroll up to 50 students in the Program.
7. School District Apportionment: The Institution shall invoice each school district of NHPS \$11,000 per student (\$5,500 per semester) enrolled in the Program. The Institution shall invoice one half of the total due four weeks after beginning of each Fall and Spring Semester and the balance at the end of each semester. For students who are withdrawn from the program prior to the four-week cut-off, NHPS shall not be invoiced or billed. For students who are withdrawn after the four weeks, the Institution shall invoice and bill NHPS for the semester (\$5,500.00).
8. Advisory Board: The Advisory Board shall be established by the Superintendent of NHPS and Dean of Academics for the Institution to support the implementation of the Program. The Advisory Board shall consist of NHPS district liaisons, and Institution staff. The Advisory Board shall meet quarterly or as needed. The Advisory Board shall provide feedback, evaluation, and recommendations to both NHPS and the Institution regarding the Program to promote student success.
9. Gateway to College Program Director: The Contractor shall annually appoint a representative to serve as the Gateway to College Program Director (the "Director"). The Director shall oversee and coordinate the Program, promote the Program, refer students to the Program, work with Program staff to promote the success of the Program, and track attendance, student progress, and grades.
10. Gateway to College Program Associate Director: The Institution shall annually appoint a full-time Associate Director to support the Director.

11. Enrollment: Students enrolling in the program must meet the following criteria:
 - a. Applicants must be at least 16 years of age by the first day of class for the course and not older than 20 years of age at the time of application for the course.
 - b. Applicants must reside within the NHPS School District boundaries and be enrolled or re-enrolled in the NHPS School District, unless otherwise qualified (e.g., homeless students).
 - c. Applicants must not have obtained a U.S. high school diploma prior to enrolling in the program.
 - d. Applicants must be able to complete requirements to receive a high school diploma before or during the year of their 21st birthday.

12. Referrals: The Contractor agrees to identify students for whom the Program might be a good fit; provide Program information to NHPS staff, students and families; actively provide referrals to the Program; and authorize final approval of students selected by the Program as appropriate based on the eligibility criteria outlined in item 11.

13. Student Performance, Attendance and Other Data: The Associate Director, or his/her designee, shall enter student attendance information into PowerSchool daily. Program staff shall submit Student course and attendance data on a weekly basis during the academic year and to the Contractor as necessary.

14. Confidentiality and Data Sharing: The Institution and Contractor shall comply with state and federal laws governing the confidentiality, sharing and review of information, to the extent applicable, including but not limited to Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; 34 C.F.R. Part 99. The Institution and Contractor shall comply with the Student Data Privacy Agreement attached hereto as Exhibit B.

15. Student Accountability: The Director shall conduct meetings with Program staff in the middle and at the end of each semester to discuss student progress and update student files, including, but not limited to mid-term and end of term transcripts from the Institution, and student course and attendance data.

16. Meals: The Contractor, in coordination with their meal services provider, will be responsible for the funding and delivery of daily meal services for Program students at the Institution.

17. Textbooks: The Institution shall provide all textbooks and supplemental instructional materials required for classes. Students shall be required to return all textbooks and supplemental instructional materials to the Institution at the end of each semester/course. The Institution shall charge any student who does not return the textbooks or supplemental instructional material the replacement cost for the unreturned items. Students who do not return the items or pay the replacement costs may become ineligible to continue in the Program. Students will be required to furnish their own supplies such as pens, paper, and book bags.

18. Laptops/Chromebook: The Institution shall provide laptops or Chromebooks to all students enrolled in the Program. The College's IT Director in conjunction with the Program staff shall distribute written conditions of use and care instructions to the students. Students will be required to return these devices to the Institution at the end of each semester for service and upgrade. The Institution shall charge any student who does not return the IT items the replacement cost for the unreturned IT items. Students who do not return the IT items or do not pay the replacement cost for such items may become ineligible to continue in the Gateway to

College Program.

19. Transportation: The Institution shall provide Students with bus passes under the UPass Program.
20. Public Relations/Media Releases: All public relations and media releases shall be subject to approval by the Institution and Contractor. The Contractor will help promote the Program and assist with recruitment of students.
21. Students with Special Needs:
 - a. Special Education: The Contractor retains all obligations under state and federal law regarding the provision of services to students with disabilities, including, but not limited to the Individual with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act. The Contractor shall be responsible for ensuring that all student's Individual Education Programs ("IEP") requirements are met. The Institution agrees that it shall cooperate with the Contractor regarding the Contractor's obligations under state and federal law to the extent legally permissible.
 - b. English Learners (EL): The Contractor shall provide services to English Learners, consistent with the Institution's and Contractor's policies and procedures.
 - c. Homeless: The contractor shall provide services to homeless students consistent with the Institution's and the Contractor's policies and procedures.
 - d. The Contractor shall provide the additional staffing necessary to meet the needs of the population of Students with special needs in the Program, which staffing is not expected to exceed a full-time Social Worker, a part-time school counselor, a part-time Special Education teacher, and a part-time EL tutor.
22. Default: The Contractor shall be in default under this Agreement if:
 - a. The Contractor does not issue payment to the Institution within ninety days after the due date. Should the Contractor default, the Contractor shall immediately pay all outstanding invoices to the Institution.
 - b. If the Contractor fails to do so within ninety (90) days of the Institution putting the Contractor on notice of said default, the Institution has the right to pursue collection of any outstanding obligations through all available legal means. The Contractor shall be liable for all collection costs incurred by the Institution as a result of failure to pay outstanding but undisputed invoiced amounts.
23. Prohibition Against Assignment, Transfer and Subcontracting: Neither party shall assign, transfer, or dispose in any way any right of interest in this Agreement, nor neither party shall subcontract any services to be performed under this Agreement.
24. Independent Contractor: Each party to this Agreement will conduct itself consistent with its status, said status being that of an independent contractor, and each party hereby agrees that it, its employees or agents will neither hold themselves out nor claim to be an officer employee or other party, nor make claim to any rights accruing to an officer or employee of the other party.
25. Student Code of Conduct: It is expected that Students shall adhere to the Institution's Code of Conduct, as well as Gateway to College policies and procedures contained in the Student Handbook and authorized by the Board of Regents. Institution and Contractor will promote adherence to these policies whenever necessary.

26. Calendar: Students shall adhere to the Institution's school calendar, not the Contractor's.
27. Testing: The Institution will conduct standardized testing on the Institution's campus. Standardized testing is provided by the Connecticut Department of Education and there will be no costs incurred for this testing. For students in grade 11, the Institution shall administer the CT SAT School Day NGSS Science in accordance with Connecticut consummative testing requirements. The Contractor shall provide any necessary training for test administration.
28. Staffing: The Gateway to College Director will be employed by the Contractor. Resource Specialist and Associate Director will be employed by the Institution. Both the Contractor and Institution shall be responsible for hiring and supervising its own Program staff. The Director and Associate Director shall participate in the staff hiring process of all Program staff and shall work with the Dean of Academics for the Institution to approve staff hires. Hires shall include part-time faculty, counselors and tutors, who shall be paid out of the Program budget. Program staff shall be present on the Institution campus whenever Program students are on the College campus. Gateway to College staff will follow the Institution's policies, including but not limited to the Policy on Affirmative Action Equal Opportunity and Diversity (PAA) and report PAA violations including but not limited to discrimination, harassment, and sexual harassment, to the Institution's Title IX Coordinator/AA Officer. Gateway to College Program staff are required to receive PAA training. Program staff shall be hired in accordance with and at all times during the term of employment shall comply with the requirements of applicable federal, state and local laws. (e.g., background checking requirements, mandated reporting obligations).
29. Instructors: All dual credit and college courses will be taught by college instructors. High school credit only courses shall be taught by either certified high school teachers or college instructors.

SECTION II - TERM

This Contract shall become effective only as of July 1, 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.8 below.

SECTION III - COST AND SCHEDULE OF PAYMENTS

1. State Liability.

The State of Connecticut and the Gateway Community College ("State" and "College") shall assume no liability for payment for services under the terms of this contract until the contract is fully executed by the College, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.

2. Total Contract Not to Exceed.

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

3. Invoicing and Payment

The Contractor shall submit invoices in accordance with the schedule below:

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

The Funding Sources are:

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

(b) 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: Dean Rose Ellis PH.D

If to the Contractor*:

New Haven Public Schools
54 Meadow Street
New Haven, CT 06519
Attn: Dr. Illine Tracey

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

(c) Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

(d) Payment shall be made by the College to the Contractor within 45 days after receipt of properly executed and approved invoices.

SECTION IV - OTHER TERMS AND CONDITIONS

1. Statutory Authority:

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

2. Professional Standards:

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the College in a good and faithful manner,

using its best efforts and in a manner that shall promote the interests of said the College, such services as the College's requests, provided in this contract.

3. Federal and State statutes and regulations:

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

4. Claims Against the State:

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

5. Forum and Choice of Law:

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

6. Sovereign Immunity:

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

7. Indemnification and Insurance:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts of the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted

compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the College prior to the effective date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the College. Contractor shall provide an annual electronic update of the three (3) documents to the College on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- (e) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

8. Termination:

- (a) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may terminate the contract whenever the College makes a written determination that such termination is in the best interests of the State. The College shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the College sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty-four (24) hours' prior written notice. If the College believes that the Contractor has not performed according to the contract, the College may withhold payment in whole or in part pending resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.

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

9. Nondiscrimination:

- (a) For purposes of this Section, the following terms are defined as follows:
 - 1) "Commission" means the Commission on Human Rights and Opportunities;
 - 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- 5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 7) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- 8) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
- 9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (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.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

10. Executive Orders and Other Enactments:

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, COLLEGE shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or COLLEGE's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order 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.

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

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

12. Campaign Contribution restrictions:

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

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.

13. Large State Contract Representation for Contractor:

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

That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency; That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official,

employee or agent of the Contractor to provide a gift to any such public official or State employee; and That the Contractor is submitting bids or proposals without fraud or collusion with any person.

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

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

15. Consulting Agreements Representation:

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor makes the representations set forth in Exhibit A., Consulting Agreements Representation.

16. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

17. Iran Energy Investment Certification:

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

18. Disclosure of Records:

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a

public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

19. 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 per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

20. Audit Requirements for State and Federal Grants:

(a). For State – Funded Grant Contracts where the Contractor has or will receive \$100,000 or more in any State grants(s) during the Contractor's fiscal year. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to COLLEGE for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

(b). Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide COLLEGE with copies of all independent auditors' reports which cover the period of performance of this Contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, COLLEGE, or the General Accounting Office (GAO) during normal business hours.

21. Confidential Information:

(a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its

duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

- (b) For purposes of this Agreement, the term “Confidential Information” shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

22. Force Majeure:

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

In the case of a Force Majeure event, either party may provide written notice to delay performance under this Section for thirty (30) days. At its option, upon written notice, COLLEGE may terminate any Services that are delayed more than thirty (30) days by a Force Majeure event. In such a situation, COLLEGE shall be reimbursed for any Services paid for but not performed within fourteen (14) days of such good-faith termination notice.

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

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

24. Assignment:

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

25. Contractor’s Standards of Conduct:

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

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of College/University rules and procedures;
- vi. Unauthorized use of College/University vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University keys;

- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
 - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
 - xii. Interference with the work of other employees;
 - xiii. Work attire other than the specified uniform; and
 - xiv. Loud, vulgar behavior or the use of profanity.
- (b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 25. (a) above. COLLEGE may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by COLLEGE from time to time, as required, to protect the health, safety and welfare of the COLLEGE community. Upon request of COLLEGE, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

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

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

27. Entire Agreement:

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

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ACCEPTANCES AND APPROVALS

By the Contractor

New Haven Board of Education

Contractor (Corporate/Legal Name of Contractor)

Yuri Rivera

9-13-2021

Signature (Authorized Official)

Date

Yesenia Rivera, President

(Typed/Printed Name and Title of Authorized Official)

Connecticut State Colleges and Universities
Statutory Authority C.G.S. 4a-52a, 10a-151b

Gateway Community College

Contracting Agency Name

Sharon M Aceto

04/29/2022

Signature (Authorized Official)

Date

Sharon M. Aceto Associate Dean of Campus Operations

(Typed/Printed Name and Title of Authorized Official)

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

Signature

Date

(Typed/Printed Name)

Assistant / Associate Attorney General

Exhibit A. Consulting Agreements Representation.

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

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

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

If YES:

Name of Former State Agency

Termination Date of Employment

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature of person signing this Contract

Print Name

Date: _____

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court
or Notary Public



EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

These special terms and conditions are agreed upon by and between the New Haven Board of Education (the "Board"), acting through the new Haven Public Schools ("NHPS"), and Gateway Community College ("Gateway") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, Gateway..
2. The Board shall have access to and the ability to delete student data in the possession of Gateway except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Gateway. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by Gateway within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from Gateway that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. Gateway shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If Gateway receives are question to view student data in Gateway's possession directly from a student, parent, or guardian, Gateway agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. Agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with Gateway, and correct any erroneous information therein.

5. Gateway shall take actions designed to ensure the security and confidentiality of student data.
6. i II notify the Board, in accordance with Conn.Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by Gateway of a breach of student data, the Gateway shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to Gateway upon expiration of the contract between Gateway and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Gateway after the expiration of such contract for the purpose of storing student generated content.
8. Gateway and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. Acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson
Date: August 24, 2021
Re: Gateway to Community College Contract

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:** The Gateway to College program is designed to help 16-20 year old students who have left high school without earning a diploma to return to education and gain a high school diploma while earning college credit at the Institution. Additionally, Gateway to College serves as a referral option for in-school students at risk of leaving school and who are significantly behind in credits. Students will participate in small classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. After the first semester, students will begin course work toward a chosen field of study and earn their high school diploma while accruing credits toward
3. **Amount of Agreement and hourly or session cost:**

Total not to exceed \$550,000
4. **Funding Source and account number:**
Alliance Academics -2547-6107-56694 - \$367,245
Priority Schools -2579-5319-56694 - \$182,755
5. Approximate number of staff served through this program or service: N/A
6. Approximate number of students served through this program or service:
50
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? Continuation, no increase
 - b. What would an alternative contractor cost:
This is not applicable as this program was designed specifically between Gateway CC & NHPS to fill a need for students

- 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?
Not applicable as this program designed as an alternative setting for students

8. Type of Service:

Answer all questions:

- a. Professional Development?
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? N/A
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe) Alternative programming for High School students

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? No Increase
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: N/A

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:
The ability to provide a specialized programming within the context or a college setting.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
The contractor selected for a variety of reasons to include proximity to NH schools, willingness to engage in a gateway-to-college program
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
Same as above
- d. Who were the members of the selection committee that scored bid applications?
N/A-program developed in district
- 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?
There is continual evaluation through visitation, observation, number of students serviced, and number of students graduated

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
 - c. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the District's Continuous Improvement Plan to address the college and career pathways for students.
12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as this program provides a gateway towards graduation for students who may not otherwise graduate.
13. What are the implications of not approving this Agreement? The implications of not having this program would eliminate an alternative route for graduation for students who may otherwise have dropped out of school.

Rev: 8/2021

**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 College credit instruction through the Gateway to College Program (hereinafter the "Program") on the College campus to 16-20 year old former NHPS students that left high school without earning a diploma.

I GENERAL

1. Gateway to College Program: The Gateway to College Program, (hereinafter, the "Program") is designed to help 16-20-year-old students who have left high school without earning a diploma to return to education and earn a high school diploma while earning college credit at the Institution. Additionally, the Program serves as a referral option for in-school students at risk of leaving school and who are significantly behind in credits. Students will participate in classes and receive support services such as tutors and counselors provided by the Institution to facilitate success in obtaining a high school diploma and continuing in higher education. After each student completes his/her first semester, he/she will begin course work toward a chosen field offered by the Institution and earn a high school diploma while accruing credits towards a certificate or degree program offered by the Institution.
2. Provision of Courses: Students must be enrolled in dual (both high school and college-level) credit courses approved by the College to receive both high school and college credit for the courses.
3. Instruction of Courses: The Institution's Instructors, as defined in Section 1.29 below, shall teach and monitor the instruction of the courses to assure the quality and uniformity of instruction in accordance with NECHE (New England Commission of Higher Education) standards and applicable standards established by the State of Connecticut and the Contractor.
4. Facilities: Courses shall be conducted on the Institution's downtown campus at 20 Church Street, New Haven, CT 06510. The Institution shall provide facilities on the campus for students to take both high school and college level credit courses and receive support services.
5. Tuition and Fees: NHPS shall pay all tuition and fees in accordance with Sections 1.7 and III below.
6. Student Apportionment: The Contractor agrees to enroll up to 50 students in the Program.
7. School District Apportionment: The Institution shall invoice each school district of NHPS \$11,000 per student (\$5,500 per semester) enrolled in the Program. The Institution shall invoice one half of the total due four weeks after beginning of each Fall and Spring Semester and the balance at the end of each semester. For students who are withdrawn from the program prior to the four week cut-off, NHPS shall not be invoiced or billed. For students who are withdrawn after the four weeks, the Institution shall invoice and bill NHPS for the semester (\$5500.00).
8. Advisory Board: The Advisory Board shall be established by the Superintendent of NHPS and Dean of Academics for the Institution to support the implementation of the Program. The Advisory Board shall consist of NHPS district liaisons, and Institution staff. The Advisory Board shall meet quarterly or as needed. The Advisory Board shall provide feedback, evaluation, and recommendations to both NHPS and the Institution regarding the Program to promote student success.
9. Gateway to College Program Director: The Contractor shall annually appoint a representative to serve as the Gateway to College Program Director (the "Director"). The Director shall oversee and coordinate the Program, promote the Program, refer students to the Program, work with Program staff to promote the success of the Program, and track attendance, student progress, and grades.
10. Gateway to College Program Associate Director: The Institution shall annually appoint a full-time Associate Director to support the Director.
11. Enrollment: Students enrolling in the program must meet the following criteria:
 - a. Applicants must be at least 16 years of age by the first day of class for the course and not older than 20 years of age at the time of application for the course.
 - b. Applicants must reside within the NHPS School District boundaries and be enrolled or re-enrolled in the NHPS School District, unless otherwise qualified (e.g., homeless students).
 - c. Applicants must not have obtained a U.S. high school diploma prior to enrolling in the program.

- d. Applicants must be able to complete requirements to receive a high school diploma before or during the year of their 21st birthday.
12. Referrals: The Contractor agrees to identify students for whom the Program might be a good fit; provide Program information to NHPS staff, students and families; actively provide referrals to the Program; and authorize final approval of students selected by the Program as appropriate based on the eligibility criteria outlined in item 11.
13. Student Performance, Attendance and Other Data: The Associate Director, or his/her designee, shall enter student attendance information into PowerSchool daily. Program staff shall submit Student course and attendance data on a weekly basis during the academic year and to the Contractor as necessary.
14. Confidentiality and Data Sharing: The Institution and Contractor shall comply with state and federal laws governing the confidentiality, sharing and review of information, to the extent applicable, including but not limited to Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; 34 C.F.R. Part 99. The Institution and Contractor shall comply with the Student Data Privacy Agreement attached hereto as Exhibit B.
15. Student Accountability: The Director shall conduct meetings with Program staff in the middle and at the end of each semester to discuss student progress and update student files, including, but not limited to mid-term and end of term transcripts from the Institution, and student course and attendance data.
16. Meals: The Contractor, in coordination with their meal services provider, will be responsible for the funding and delivery of daily meal services for Program students at the Institution.
17. Textbooks: The Institution shall provide all textbooks and supplemental instructional materials required for classes. Students shall be required to return all textbooks and supplemental instructional materials to the Institution at the end of each semester/course. The Institution shall charge any student who does not return the textbooks or supplemental instructional material the replacement cost for the unreturned items. Students who do not return the items or pay the replacement costs may become ineligible to continue in the Program. Students will be required to furnish their own supplies such as pens, paper, and book bags.
18. Laptops/Chromebook: The Institution shall provide laptops or Chromebooks to all students enrolled in the Program. The College's IT Director in conjunction with the Program staff shall distribute written conditions of use and care instructions to the students. Students will be required to return these devices to the Institution at the end of each semester for service and upgrade. The Institution shall charge any student who does not return the IT items the replacement cost for the unreturned IT items. Students who do not return the IT items or do not pay the replacement cost for such items may become ineligible to continue in the Gateway to College Program.
19. Transportation: The Institution shall provide Students with bus passes under the UPass Program.
20. Public Relations/Media Releases: All public relations and media releases shall be subject to approval by the Institution and Contractor. The Contractor will help promote the Program and assist with recruitment of students.
21. Students with Special Needs:
- a. Special Education: The Contractor retains all obligations under state and federal law regarding the provision of services to students with disabilities, including, but not limited to the Individual with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act. The Contractor shall be responsible for ensuring that all child find and Individual Education Programs ("IEP") requirements are met. The Institution agrees that it shall cooperate with the Contractor regarding the Contractor's obligations under state and federal law to the extent legally permissible.
 - b. English Learners, (EL): The Contractor shall provide services to English Learners, consistent with the Institution's and Contractor's policies and procedures.
 - c. Homeless: The contractor shall provide services to homeless students consistent with the Institution's and the Contractor's policies and procedures.
 - d. The Contractor shall provide the additional staffing necessary to meet the needs of the population of Students with special needs in the Program, which staffing is not expected to exceed a full-time Social Worker, a part-time school counselor, a part-time Special Education teacher, and a part-time EL tutor.
22. Default: The Contractor shall be in default under this Agreement if:
- a. The Contractor does not issue payment to the Institution within ninety days after the due date. Should the Contractor default, the Contractor shall immediately pay all outstanding, invoices to the Institution.
 - b. If the Contractor fails to do so within ninety (90) days of the Institution putting the Contractor on notice of said default, the Institution has the right to pursue collection of any outstanding obligations through all

available legal means. The Contractor shall be liable for all collection costs incurred by the Institution as a result of failure to pay outstanding but undisputed invoiced amounts.

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

II. TERM OF THE AGREEMENT

This Contract shall become effective only as of July 1, 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.

1. Up to 50 students at the rate of \$11,000 per student MAXIMUM

AMOUNT OF CONTRACT \$ 550,000.00

The funding sources are:

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

2. 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: **Dean Mark Kosinski, PH.D**

If to the
Contractor*:
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519
Attn: **Dr. Iline Tracey**

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

N.

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.
- 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.
15. 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.
16. 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.
17. 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 (l) 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.

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

19. **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.

20. **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.

21. **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.

22. **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 and agreement with its terms and conditions.

Gateway Community College

New Haven Public Schools

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/seeec. 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.



EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

These special terms and conditions are agreed upon by and between the New Haven Board of Education (the "Board"), acting through the new Haven Public Schools ("NHPS"), and Gateway Community College ("Gateway") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, Gateway..
2. The Board shall have access to and the ability to delete student data in the possession of Gateway except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Gateway. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by Gateway within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from Gateway that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. Gateway shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If Gateway receives a question to view student data in Gateway's possession directly from a student, parent, or guardian, Gateway agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. Gateway agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with Gateway, and correct any erroneous information therein.

5. Gateway shall take actions designed to ensure the security and confidentiality of student data.
6. i If notify the Board, in accordance with Conn.Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by Gateway of a breach of student data, the Gateway shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to Gateway upon expiration of the contract between Gateway and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Gateway after the expiration of such contract for the purpose of storing student generated content.
8. Gateway and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. Acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18