



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Typhanie Jackson, Director of Special Education/Student Services  
**Date:** September 12, 2021  
**Re:** NHPS Off Campus Classroom

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1. **Contractor Name:** Gateway Community College
2. **Description of Service:** GCC will provide NHPS OCC with a work space Monday through Friday. GCC will provide staff as mentors, opportunities for instructional services and work training. GCC will provide NHPS with updates policies and procedures.
3. **Amount of Agreement and hourly or session cost:** No cost
4. **Funding Source** and account number: No cost
5. **Continuation/renewal or new Agreement?** 8/30/21 through 6/30/23
6. **Type of Service:**

Space specifically designated for a classroom; Monday through Friday 8am to 9:10am in room N006, some Friday will be in N103. During the New Haven Public Schools (NHPS) half day sessions the classroom use will be from 8am to 11:30am.

Instructional services and work training opportunities in an appropriate job; such as, but not limited to, cleaning of the campus. Staff to serve as mentors and advisors to students on the work site.

Mentors are expected to address and difficulties which may arise at the work site with the assistance of the Special Education teacher;  
On a periodic basis propose work assignment and various learning experiences for students for approval by the Contract;

Provide the Contractor staff and students with classroom policies and procedures, in writing, that the students are expected to follow
7. **Contractor Classification:**
  - . Local Contractor
  - a. This a renewal Agreement / No cost
8. **Contractor Selection:**

GCC was selected because it is the community college located in New Haven. This location provides easy access for our students.

No other options were considered, as this is a renewal and GCC has been a successful location.

**9. Evidence of Effectiveness & Evaluation**

GCC is a has been a selected location of our OCC. Each year GCC provides adequate space and services for our students.

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

N/A

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

Implications for not approving this contract would impact the programming and transitional services for students with disabilities ages 18 – 22.

**STUDENT EDUCATIONAL  
TRAINING AFFILIATION AGREEMENT**

BY AND BETWEEN

**Gateway Community College**

AND

**New Haven Board of Education – NHPS Off Campus Classroom**

**TERM**

From: **8/30/2021**

To: **6/30/2023**

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

**WHEREAS**, the contractor has determined that it needs the services of a community based organization to assist in the provision of vocational training to its students.

**WHEREAS**, the College is willing and qualified to provide the community assistance; and

**WHEREAS**, the Contractor has selected the College and the College has agreed to perform the services for the terms and conditions set forth herein: and

**WHEREAS**, no funds for the agreement are required;

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

**NOW THEREFORE**, the Contractor and the College hereby agree as follows:

**1) Engagement**

- a) The Contractor hereby engages the College as there 'Off Campus Classroom' site and hereby agrees to perform the services set forth herein in accordance with the terms and conditions herein.

- b) The person in charge of administering the service described under this agreement on behalf of the Contractor shall be Ms. Typhanie Jackson, the Director of Student Services/Special Education for the Contractor, by and through Laura Milano, the Coordinator the Work Experience Program for the Contractor, or such other person as Ms. Jackson shall designate in writing. [ ]
- c) The person responsible for the services to be performed by the College shall be Erika Lynch, Acting Director Workforce Development, or such other qualified person as is designated in writing by the College and accepted by the Contractor.
- d) The College shall not subcontract any of the services to be performed by the College under this agreement.

## **2) Scope of Services**

- a) The College shall perform the services set forth under this agreement in a satisfactory manner, as reasonably determined by the Contractor. The College shall make such revision or modifications to its work, at its own cost and expense, as may be required by the Contractor, provided, however, the College consideration outside the scope of services initially given to the College.
- b) In performing the services required under this agreement, the College shall consult with Typhanie Jackson, Director of Student Services and shall meet, as appropriate, with other Contractor employees or officials and with other persons or entitles, as necessary, including State and Federal officials and/or neighborhood groups or organizations.
- c) The services provided by the College shall consist of the following:
  - i) Space specifically designated for a classroom; Monday through Friday 8am to 9:10am in room N006, some Friday will be in N103. During the New Haven Public Schools (NHPS) half day sessions the classroom use will be from 8am to 11:30am.
  - ii) Instructional services and work training opportunities in an appropriate job; such as, but not limited to, cleaning of the campus.
  - iii) Staff to serve as mentors and advisors to students on the work site. Mentors are expected to address and difficulties which may arise at the work site with the assistance of the Special Education teacher;
  - iv) On a periodic basis propose work assignment and various learning experiences for students for approval by the Contract;
  - v) Provide the Contractor staff and students with classroom policies and procedures, in writing, that the students are expected to follow.

## **3) Information and services to be furnished by the Contractor**

- a) The contractor shall provide the College with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder and will endeavor to secure materials or information from other sources requested by the College for the purpose of carrying out services under this agreement.

- b) The Contractor shall be responsible for the following:
- i) Up to 14 students with intellectual disabilities and autism. The students will be selected for participation in the program based upon their needs, abilities and interests.
  - ii) On Special Education teacher and one Paraprofessional to provide supervision of the students at this site. The Special Education teacher is expected to assist mentors with minor on-site student problems and to determine when the intervention of the Coordinator; Special Education Supervisor or Director is required.
  - iii) Information to staff of the College about students' needs;
  - iv) Review all work assignments proposed by the College to determine appropriateness for each student;
  - v) Site visits by Coordinators;
  - vi) Transportation to and from the College;
  - vii) Furniture, supplies, telephones, and internet service for the designated classroom area(s);
  - viii) Maintenance of the classroom

**4) Time of Performance**

- a) The College shall perform the services set for in Section 1.C of this agreement at such times and in such sequences as may be directed by the Contractor.

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

**6) FACILITY RESPONSIBILITIES**

- a) Experience. The Facility will accept Students for educational training experience.

- i) The Facility shall provide the opportunity for Students to perform educational training under the supervision of an employee of the Facility or Faculty in accordance with the terms of this Agreement.
  - ii) Students may receive educational training and practical experience under the supervision of an employee of the Facility.
- b) Equipment and Use of Facilities. The Facility shall provide equipment and supplies necessary for the administration of care by Students; space for conferences connected with Students' instruction; phone access; and, if available, secured locker room or equivalent space for use by Students and Faculty at no cost. Students and Faculty may use the Facility cafeteria during the training experience, if available. The cost of cafeteria purchases shall be the responsibility of the person making the purchase.
- c) Orientation for Faculty and Students. The Facility shall provide Faculty and Students with relevant Facility information, including policies, procedures, and rules for which Faculty and Students must comply.
- d) Professional Standards. In rendering services under this Agreement, the Facility shall conform to high professional standards of work and business ethic. The Facility warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the Facility agrees to provide to the Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said Institution, such services as the Institution requests, provided in this Agreement.
- e) Emergency Medical Care. The Facility will provide emergency medical care to Students and/or Faculty who become ill or who are injured while on duty at the Facility or arrange transport to an acute care facility, as applicable. The Institution shall advise its Students and Faculty that the cost of such care shall be the responsibility of the individual receiving it.
- f) Student Education Records. The Facility acknowledges that it may be given access to student education records in the course of performing its obligations pursuant to this Agreement. The Facility acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The Facility further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.
- g) COVID-19 Guidelines. The Contractor shall adhere to the Connecticut State Colleges and Universities (CSCU) COVID-19 guidelines – in showing proof of COVID-19 vaccinations.

## 7) INSTITUTION RESPONSIBILITIES

- a) Planning. The Institution shall be responsible for the planning and execution of its Students' educational training experience.

- b) The Institution shall submit to the Facility, at least thirty (30) days prior to the commencement of the Program, a description of the types of training experiences needed by its Students, the dates during which such experiences will be needed, the number of Students expected to participate in the Program, and if applicable, the names, professional credentials, and evidence of current licensure of Faculty who will supervise the Students. In accordance with Section 1.2(b) above.
- c) Insurance. During the term of this Agreement, the Institution shall maintain professional liability insurance covering each Student for his or her acts or omissions while participating in any curriculum activity at the Facility. A Certificate of Insurance will be provided to the Facility, indicating State professional liability coverage.
- d) Compliance with Facility Rules. The Institution will advise Students and Faculty that they are required to comply with all rules and regulations of the Facility and instructions of Facility personnel. Upon the Facility's request, Students may be required to wear and visibly display identification badges issued by the Facility or Institution and a name tag acceptable to the Facility. Faculty and Students must comply with all of the Facility pandemic protocols, failure to comply will result in immediate dismissal.
- e) Confidential Information. The Institution will advise its Students, Faculty, and Institution personnel that they must not disclose any confidential material or information connected with the Facility or any of its patients, except as required by federal or State law, including the Connecticut Freedom of Information Act (FOIA). The Institution shall also advise its Students and Faculty that they must comply with the Facility's policy on confidentiality.
- f) Background Checks. The Institution will complete background check for each student. The Institution will provide the Facility with evidence that each student has a clean criminal background check, meeting the Facility's requirements (which may include a criminal history, national sex offender registry check, and FACIS Level III sanction check). The Facility may refuse to accept for participation in the Program any Student for whom satisfactory evidence has not been provided.
- g) Withdrawal of Students from the Facility. The Institution shall withdraw any Student from the Facility due to health, performance, or other reasonable reasons if such Student's continued participation in the Program is detrimental to the Institution, Student and/or Facility. The Institution agrees to withdraw any Student from the Facility immediately upon the request of the Facility provided the Facility furnishes information to the Institution that the Student's continued participation in the Program is detrimental to Institution, Student and/or Facility.
- h) Immunizations and Physical [The Institution represents to the Facility that it has been provided documentation by each Student and Faculty participating in the Program that s/he meets the Facility's requirements for immunization and physical examination. The Institution understands that the Facility may refuse to accept for participation in the Program any Student or Faculty who have not met the Facility's requirements for Immunization and/or physical examination.]

## 8) SHARED RESPONSIBILITIES

- a) Instruction and Supervision. The Institution shall provide Faculty for teaching and supervising Students assigned to the Facility for educational experience. Said Faculty shall be present in the Facility to provide supervision at any time Students are participating in educational experience at the Facility. When applicable, a ratio of at least 1 for every 4 students shall be maintained. |
- b) Required In-Services: The Institution will provide mandatory in-services to Students and Faculty in advance of the first experience. Mandatory in-services may include, but are not limited to, general safety, infection control, OSHA blood borne pathogens, TB, fire safety, hazardous materials, and use of electrical equipment. |
- c) Program Evaluation. Facility personnel will consult at least one time(s) each year with the Institution for the purpose of evaluating the Program at the Facility, in an effort to continually provide an appropriate learning environment for the Students.
- d) Students and Faculty Not Employees or Agents. Both the Facility and the Institution acknowledge that neither Students nor Faculty are to be considered employees or agents of the Facility. Students shall not receive compensation of any kind from the Facility.
- e) Insurance. Each party to this Agreement agrees to procure and maintain at its own cost all such insurance coverage as would be usual and prudent for a comparable institution to maintain in respect of the activities carried on by that party pursuant to this Agreement and to provide evidence of such insurance to the other party on that party's reasonable request.

**9) COST AND SCHEDULE OF PAYMENTS**

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

**10) GENERAL PROVISIONS. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Facility.**

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

If to the Institution: Gateway Community College  
20 Church Street  
New Haven, Connecticut 06510  
 Attn: Erika Lynch, Acting Director Workforce Development |

If to the Facility: New Haven Board of Education – NHPS Off Campus Classroom  
54 Meadow St  
New Haven, CT 06519  
 Attn: Typhanie Jackson, Director of Student Services/Special Education |



- b) Prohibition against Assignment. Except as provided in this Section, this Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of this Agreement or any parts thereof in violation of this Agreement shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement.
- c) Accommodations for Persons with Disabilities. In the event that a Student, Faculty, or other Institution personnel requests accommodations for a disability beyond those accommodations that are currently available at the Facility, and provided that the Institution determines that such accommodations should be provided, the Institution shall be responsible for making any reasonable arrangements necessary to effectuate reasonable additional accommodations.
- d) Worker's Compensation. The Institution and Facility agree that the Facility is not responsible for any Workers Compensation or disability claim filed by a Student or Faculty.

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

- a) Claims Against the State. The Facility agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or Institution arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Facility further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- b) Indemnification. The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors. Notwithstanding the foregoing, Contractor shall not be obligated to indemnify the State for any claims arising solely out of the negligent acts or omissions of the Students.
- c) Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District

Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Client Business waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

d) Non Discrimination.

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

e) Executive Order. The 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 shall provide a copy of these orders to the Contractor.

f) Power to Execute. The individual signing this Agreement on behalf of the Facility certifies that s/he has full authority to execute the same on behalf of the Facility and that this Agreement has been duly authorized, executed and delivered by the Facility and is binding upon the Facility in accordance with the terms.

g) 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.

h) Entire Agreement. This written Agreement shall constitute the entire Agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly

agreed to in writing by the Institution. This Agreement may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable.

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

**FACILITY**

**INSTITUTION**

**New Haven Board of Education – NHPS  
Off Campus Classroom**

**Gateway Community College**

By:   

By:   

Print Name: Yesenia Rivera

Print Name: Sharon Aceto

Title: New Haven Board of  
Education President

Title: Associate Dean of Campus Operations

Date:   

Date:




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## 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):

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### 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.

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### 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.

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### 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.

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### 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](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

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**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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



## STATE OF CONNECTICUT

### NONDISCRIMINATION CERTIFICATION – Representation by Entity

#### For Contracts Valued at Less than \$50,000

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.*

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#### **INSTRUCTIONS:**

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

#### **REPRESENTATION OF ENTITY:**

I, \_\_\_\_\_, of \_\_\_\_\_,  
(Authorized Signatory) (Title) (Name of Entity)

an entity duly formed and existing under the laws of \_\_\_\_\_  
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
(Name of Entity) (Name of Entity)

agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)