



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Gateway Community College

Doing Business As, if applicable:

Business Address: 20 Church St., New Haven, CT 06510

Business Phone: 203-285-2374

Business email: dhilton@gatewayct.edu

Funding Source & Acct # including location code: 2553-6399-56694-0066 (ARP
ESSER)

Principal or Supervisor: Cari Strand

Agreement Effective Dates: From 08/22/2023. To 12/23/2023.

Hourly rate or per session rate or per day rate.

Total amount: \$16,272.00

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

Through this program, Gateway Community College offers on-campus or hybrid courses taught by
GCC professors for classes containing only HSC students. HSC students can start taking these
tuition-free, credit-bearing college courses as early as the 2nd semester of their 9th grade year. Books
and other curricular materials are provided as part of the program.

Submitted by: Cari Strand Phone: 475-220-6200



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Cari Strand, High School in the Community
Date: 22 August 2023
Re: ARP ESSER Grant Contract with Gateway Community College

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:** Through this program, Gateway Community College offers on-campus or hybrid courses taught by GCC professors for classes containing only HSC students. HSC students can start taking these tuition-free, credit-bearing college courses as early as the 2nd semester of their 9th grade year. Books and other curricular materials are provided as part of the program. Though the program is open to all grades (9-12), it primarily serves 9th and 10th graders who do not yet have access to the NHPS College Before College program. Students who participate earn transferrable college credit.
3. **Amount** of Agreement and hourly or session cost: \$16,272.00
4. **Funding Source** and account number: ARP ESSER c/o 2553-6399-56694-0066
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: 20
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? The cost has not increased
 - b. What would an alternative contractor cost: SCSU charges \$767/credit hour. Part-time tuition per credit hour and fees at UNH are \$1,620.00. These prices do not include textbooks or curricular materials. Gateway is far closer to HSC, allowing students to walk to their classes. Further, they allow us to hold a class taught by a GCC professor with only HSC students on their campus.
 - c. If this is a continuation, when was the last time alternative quotes were requested? Costs for other colleges were accessed in August of 2023. They are current.
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? Our faculty are not able to provide college courses on the Gateway campus.

8. Type of Service:

Answer all questions:

- a. Professional Development? N/A
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not?
- b. After School or Extended Hours Program? Students take courses outside of the regular school day at HSC (after 2:10 p.m.)
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? N/A
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Yes, GCC is a Connecticut community college
- d. Is the Contractor a public corporation? N/A
- 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: GCC brings the academic expertise, the administrative staffing support, the accreditation, the teaching faculty, and the college campus environment that are essential to HSC providing an Early College model.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? In addition to having a reasonable cost, GCC offers additional advantages such as location and campus access. Costs for other colleges are listed above.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? GCC was listed in HSC's approved ARP ESSER grant proposal as the Early College provider for HSC to support the terms and outcomes of the grant.
- d. Who were the members of the selection committee that scored bid applications? Cari Strand (Building Leader), Michelle Cabaldon (Co-Building Leader), and Dianna Carter (MRT)
- 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.

11. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? This grant provides students with the opportunity to begin earning college credits as early as their freshman year. Students who take college courses throughout their four years at HSC have impressive college applications and may earn a semester or more's worth of transferrable credits. The success of HSC students in GCC courses is a significant outcome in these evaluations. Additionally, HSC's success in attracting a larger and wider range of students to our school is an additional metric that is measured and reported on and that these GCC courses will influence. We have increased our school's enrollment by 15% and our applicant base by 30% since establishing this partnership.
 - 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 program aligns closely with NHPS Strategic Plan Goal 4: Preparation for College, Career, and Life. Students who participate are better prepared for college and may even finish college early depending on the number of credits transferred when they matriculate.
12. Why do you believe this Agreement is fiscally sound? All NHPS schools receive the same rate, and we believe it is fair.
13. What are the implications of not approving this Agreement? If this program is not approved, HSC students will need to wait until their junior year to begin taking college courses. This would impact our current students who are ready and eager for new academic challenges, as well as our recruitment, as the tuition-free college courses are a draw for families.



Original Amendment ID #FY24-1669

Contracting Agency: Connecticut State Community College ("CT State") located at 185 Main Street, New Britain, CT 06051 on behalf of its Gateway Campus located at

Street: 20 Church Street

City: New Haven State: CT Zip: 06510

Tel#: 203-285-2523

Hereby enters into a Contract with:

Contractor's Name: New Haven Board of Education: High School in The Community

Street: 54 Meadow Street

City: New Haven State: CT Zip: 06510

Tel#: 475-220-1372 E – MAIL: patricia.demaio@new-

The term of this contract is from 08/22/2023 through 12/14/2023

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.

**Contracting Agency agrees to make payment to the Contractor.
Total Contract shall not exceed \$16,272.00**

Contractor should address all contract questions to:
Lutishia Myers, Assoc. Director of Finance and Admin. Services 203-285-2524 lm Myers@gwcc.comnet.edu

Contractor should address all questions regarding the scope or performance of services to:
Donnell T. Hilton. Dual Enrollment Specialist, Gateway Community College, 203-285-2374, dhilton@gwcc.comnet.edu

Contracting Agency should address all contract questions to:
Patricia DeMaio, Grants Manager, 475-220-1372, patricia.demaio@new-haven.k12.ct.us

FOR INTERNAL USE ONLY

EXPENSE CODING		FISCAL YR(s)	AMOUNT	NOTES 2553-6399-56694-0066 (ARP ESSER III C/O)
Banner Fund Code:	IA2000	23-24		
Banner Org Code:	N21900	23-24		
Banner Account Code:				
Banner Program Code:	404600	23-24		

SECTION 1 - DESCRIPTION OF SERVICES

This Contract is entered into by and between Gateway Campus, a constituent unit of the State of Connecticut System of Higher Education, to be assigned to Connecticut State Community College as its assignee and successor and New Haven Board of Education and here after (NHBOE), to provide *contracted dual enrollment courses*.

At the time of entering into this Agreement, the Institution is a constituent unit of the Regional Community-Technical College System (“System”). It is anticipated that the twelve (12) constituent units within the System will merge into a single multi-campus constituent unit, to be known as Connecticut State Community College (“CT State”), on the effective date as determined by the Board of Regents for Higher Education when it finalizes the merger of the twelve (12) regional-technical community colleges (“Effective Date of the Merger”).

The mission of Middle College is to increase the number of high school students' access to college classes. Gateway Campus's Middle College Program is offering a college course for up to 20 high school students. The course will operate from August 22, 2023 to December 14, 2023. The program targets students who are at a distinct disadvantage in completing high school and pursuing higher education; those who have inadequate academic and social skills; those who experience income inequality and challenges with academic persistence; and those who face an array of socioeconomic and racial disparities and barriers when seeking to complete secondary school, transition to higher education, and enter the workforce.

Course/Class Details:

Course	
Name:	Principles of Sociology
Number:	SOC 1001
Description:	Introduces the philosophy, method, and problems of sociology. Emphasizes culture, society, and how social arrangements infringe upon personality and group behavior.
Credit Hours:	3
Duration:	These courses shall be held from 3:15 PM to 4:35 PM on the following dates: Tuesdays and Thursdays OR Mondays and Wednesdays August 22, 2023 to December 14, 2023
Location:	On ground: Gateway Campus, 20 Church Street, New Haven, CT 06510 Room TBA

Course Session(s):	The course shall consist of 32 sessions with a minimum of 13 Students and a maximum of 20 Students. Each session shall consist of 1.5 hours.
Course Curriculum:	The Institution shall be responsible for providing the course curriculum, which shall be agreed upon by both parties.
Course Materials:	The Institution shall purchase the books and materials needed for this course.

SECTION 2 - COST AND SCHEDULE OF PAYMENTS

1. State Liability.

The State of Connecticut and the Institution shall assume no liability for payment for services under the terms of this contract until the contract is fully executed by the Institution, the Contractor, and if applicable, by the Office of the Attorney General.

2. Total Contract Not to Exceed.

Institution shall pay the Contractor a total sum not to exceed \$16,272.00 for services performed under this agreement.

3. Invoicing and Payment

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

Detailed Description	Billing Date	Contractor Payment Address	Amount
Part-Time Lecturer: Teaches course to students and provide support in accordance to CSCU student support and Instruction standards Facility use of two classrooms with usage fees (Security, IT, Ed. Tech, Administration and Maintenance)	July 22, 2023	New Haven Public Schools 54 Meadow Street, New Haven, CT 06510	\$12,272.00
Learning Materials: Purchase of textbooks and learning supplies for up to 20 students	July 22, 2023	New Haven Public Schools 54 Meadow Street, New Haven, CT 06510	\$4,000.00
Total			\$16,272.00

(b) 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.

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

SECTION 3 - OTHER TERMS AND CONDITIONS

1. Statutory Authority:

Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and /or 10a-151b provides Institution 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 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 Institution 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 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 Institution 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 Institution. Contractor shall provide an annual electronic update of the three (3) documents to Institution 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, Institution, through a duly authorized employee, may terminate the contract whenever Institution makes a written determination that such termination is in the best interests of the State. 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, 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 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 Institution believes that the Contractor has not performed according to the contract, Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that Institution notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) 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 Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from 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 Institution all records. The records are deemed to be the property of Institution and the Contractor shall deliver them to 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 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 Institution, the Contractor shall cease operations as Institution directs in the notice, and take all actions that are necessary or appropriate, or that Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which 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) Institution shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by 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 Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by Institution, the Contractor shall assign to Institution, or any replacement Contractor which Institution designates, all subcontracts, purchase orders and other commitments, deliver to 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 Institution may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, 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 Institution.

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 (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation 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. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

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

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

12. Campaign Contribution 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 "SEEC Form 10: Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." www.seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf

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

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

18. Disclosure of Records:

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

19. 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 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.

(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 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.

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, Institution may terminate any Services that are delayed more than thirty (30) days by a Force Majeure event. In such a situation, Institution 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 Institution at reasonable times.

24. Assignment:

This contract shall not be assigned by either party without the express prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assigned without the prior written consent of the other party to CT State on the Effective Date of the Merger as determined by the Board of Regents when it finalizes the merger of the twelve (12) regional-technical community colleges into a single multi-campus constituent unit. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

25. Contractor's Standards of Conduct:

- (a) In order to insure the orderly and efficient performance of duties and services at Institution 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 within this section. Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in this section, or in violation of any law or standards adopted by Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of Institution, 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 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 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.

ACCEPTANCES AND APPROVALS

By the Contractor

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

(Typed/Printed Name and Title of Authorized Official)

Institution

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

Institution Name

Signature (Authorized Official)

Date

(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