

**Connecticut State Department of Education
Turnaround Office**

Request for Proposals

State Charter School Building Projects, General Improvements, and/or Debt Repayments for School Building Projects

Sections 10-66hh and 10-66jj of the Connecticut General Statutes

Purpose: To provide funding to assist state charter schools in financing school building projects, general improvements to school buildings, and/or the repayment of debt incurred for school building projects.

Application Due: Friday, January 18, 2019

RFP Published November 16, 2018

Application – RFP 128

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Commissioner of Education
Connecticut State Department of Education
450 Columbus Boulevard | Hartford, CT 06103-1841
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Request for Proposals

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The Connecticut State Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Connecticut Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of age, ancestry, color, criminal record (in state employment and licensing), gender identity or expression, genetic information, intellectual disability, learning disability, marital status, mental disability (past or present), national origin, physical disability (including blindness), race, religious creed, retaliation for previously opposed discrimination or coercion, sex (pregnancy or sexual harassment), sexual orientation, veteran status or workplace hazards to reproductive systems, unless there is a bona fide occupational qualification excluding persons in any of the aforementioned protected classes. Inquiries regarding the Connecticut State Department of Education’s nondiscrimination policies should be directed to:

Levy Gillespie
 Equal Employment Opportunity Director/Americans with Disabilities Act Coordinator
 State of Connecticut Department of Education
 450 Columbus Boulevard, Suite 607
 Hartford, CT 06103-1841
 860-807-2071

Request for Proposals

I. Purpose

In accordance with Section 10-66hh of the Connecticut General Statutes (C.G.S.), the Connecticut State Department of Education (CSDE) is seeking competitive grant applications to assist state charter schools in: (1) financing school building projects, as defined in C.G.S. § 10-282; (2) paying for general improvements to school buildings, as defined in C.G.S. § 10-265h; and/or (3) repaying debt incurred for school building projects.

II. Grant Period

The grant period is July 1, 2018, to June 30, 2019, extendable upon request.

III. Eligible Applicants

Pursuant to C.G.S. § 10-66hh(a), applications will be accepted from the governing authorities of state charter schools. **Schools that did not meet the 2017-18 minimum test taking threshold of 95 percent in all areas assessed by the state standardized assessment (i.e., English Language Arts/ literacy, mathematics and science) for all students and the high needs subgroup or identified as Focus or Turnaround Schools (i.e., Category 4 and 5 designations) are not eligible to participate in this grant.**

IV. Funding and Use of Funds

Eligible applicants may submit applications for up to \$850,000 to:

1. Finance school building projects, including the construction, purchase, extension, replacement, renovation and/or major alteration of a building to be used for public school purposes.
2. Finance general improvements to school buildings, including repair and replacement work and other general improvements. Types of school improvements that qualify include, but are not limited to: replacement of windows and doors; replacement of boilers and other heating and ventilation components; replacement of internal communication systems; replacement of lockers; upgrades or replacements to ceiling and floor; upgrade of restrooms; upgrade of lighting fixtures; replacing or installation of security systems; and/or other work of a similar nature approved by the Commissioner of Education. Ineligible uses of funds include, but are not limited to: routine building maintenance; painting; cleaning; and/or equipment repairs and other minor repairs.
3. Repay debt incurred for school building projects, including paying outstanding principal on loans which have been incurred for school building projects.

An applicant may not submit or be included in more than one application. However, an applicant may apply for funds in more than one category in a single application for up to \$850,000; e.g., an applicant may be eligible to receive a grant to pay down outstanding principal debt and undertake a technology wiring project as a general improvement to its school building.

All approved applications must provide a current appraised value of the property for which funds are being sought. The purchase price of the property must not exceed the appraised value of the property. The CSDE reserves the right to consider the appraised value of the property when reviewing applications. The original purchase cost and any subsequent improvements should not exceed the appraised value of the property. Any exceptions will require review and CSDE approval.

All approved applications in an amount equal to or greater than \$250,000 dollars shall include a computation of the state grant amount amortized on a straight line basis over a ten-year period. Any state charter school which

abandons, sells, leases, demolishes or otherwise redirects the use of a school building which benefited from such a grant award during such amortization period, including repayment of debt for the purchase, renovation or improvement of the building, shall refund to the state the unamortized balance of the state grant remaining as of the date that the abandonment, sale, lease, demolition or redirection occurred. The amortization period shall begin on the date the grant award is paid. A state charter school required to make a refund to the state pursuant to this subsection may request forgiveness of such refund if the building is redirected for public use.

The awarding of funding is contingent upon a proposal's selection on the basis of the criteria described in Section VI and Appendix A of this RFP, the availability of funds, and approval by the CSDE and the Connecticut State Bond Commission. The CSDE shall give preference to those applicants that provide matching funds from nonstate sources.

Proposals that fail to meet the criteria prescribed herein will be removed from the competitive process. The CSDE reserves the right to deny any application, in whole or in part, which it deems contrary to the long-term interests of the state charter school and/or the State of Connecticut.

Payments pursuant to this grant may be made on a periodic basis as projects progress. Grantees may be required to provide evidence of phased completion before payments are made. A notice from the lender as to the outstanding principal balance will be required in the case of grants for debt repayment.

V. Application Requirements

A. Required Format: All applications must include the following components:

1. Need and Plan for Funds

In no more than two pages: Provide a detailed plan that establishes clear goals and a strategy for investing state funds for the purposes allowed by this RFP. Explain the need for the proposed use of funds relative to the goals and length of time the school intends to remain at the building for which funds are being sought. Please note that need may be demonstrated by CSDE-approved plans for school expansion, CSDE-approved plans to add classes to an existing state charter school due to increased enrollment, plans to improve instructional capabilities, plans to address health and safety concerns, and/or other factors as demonstrated by the applicant.

2. School Performance (Two Options)

a) For schools whose students participated in state required testing in the spring of 2018, school performance will be measured by the CSDE using Connecticut's Next Generation Accountability System. The accountability system uses 12 indicators to determine school performance. A school's accountability index, which is the percentage of total points earned on all indicators (zero through 100) will be used for this measurement. Please refer to the indicator column in Appendix A, which provides School Performance criteria. **Schools that did not meet the 2017-18 minimum test taking threshold of 95 percent in all areas assessed by the state standardized assessment (i.e., English Language Arts/ literacy, mathematics and science) for all students and the high needs subgroup or identified as Focus or Turnaround Schools (i.e., Category 4 and 5 designations) are not eligible to participate in this grant.** Schools that participate in state required testing which has established security and other procedures receive an advantage in the scoring rubric (Appendix A).

b) If the school did not participate in state required testing in the spring of 2018 (i.e., new school or less than 20 test takers or did not serve grades tested), report school performance in mathematics and reading over time as measured by an alternative assessment using Appendix B. Provide

comparative data to describe school performance (i.e., normed performance expectation over time). Schools using an alternative student assessment must provide an assurance that the minimum test taking threshold of 95 percent in all areas tested (mathematics and reading) for all students and high needs subgroup were met.

3. Documentation of Long-Term Interest

Using a cover page and attachments, as necessary: Provide documentation of the state charter school's long-term interest in the property for which funds are being sought. Long-term interest can be demonstrated through documents showing proof of ownership or length of lease.

4. Documentation of Educational Purpose and Zoning

Using a cover page and attachments, as necessary: Provide documentation demonstrating the educational use of the property for which funds are being sought and that the property is located in an area zoned for school use.

5. Cost Information

Using Appendix C: Include a detailed description of the proposed use(s) of funds by completing the ED114 Budget Template for each project included in the application. Provide a brief cost description for the proposed school building project(s), general improvements to the school building, and/or repayment of debt incurred for prior school building projects or improvements. For budget justification and cost basis, provide an explanation of the cost calculation (provide any estimates as an attachment). If applicable, provide documentation to substantiate any local matching funds from non-state sources (including documentation that the matching funds will be available when the project is under way); preference will be given to those applicants that provide matching funds from non-state sources through the scoring rubric.

6. Assurances

Using Appendix E: Complete and sign the Assurances statement.

7. Proof of Outstanding Loan(s) for Repayment of Debt Proposals

Using a cover page and attachments as necessary: Applicants are required to provide proof of outstanding loan(s), including copies of the original loan agreement(s) and current principal balance(s) of the loan(s) at the time of the application.

B. Minimum Submission Requirements:

Any application that does not meet the following requirements will be deemed unacceptable and ineligible for further review and consideration:

Minimum Submission Requirements

1. Need and Plan for Funds	(Up to 2 pages)
2. School Performance (alternative assessment)	(Appendix B)
3. Documentation of Long-Term Interest	(1 page and attachments, as necessary)
4. Documentation Educational Use and Zoning	(1 page and attachments, as necessary)
5. Cost Information	(Appendix C)
6. Assurances (signed)	(Appendix E)
7. Proof of Outstanding Loan(s) for Repayment of Debt Proposals	(Attachments, as necessary)

Applications that do not comply with the requirements of this RFP will be considered non-responsive and excluded from review. Not being an eligible applicant, as defined in Section III of this RFP. Not meeting the submission deadline of Friday, January 18, 2019, at 4:00 p.m. E.S.T. Omission of any required document or form, failure to use required formats for the response, or failure to respond to any requirements can lead to the rejection of the proposal prior to any formal review. The CSDE reserves the right to make grant awards under this program without discussion with the applicants. Therefore, proposals should represent the applicant’s best effort from both a technical and cost standpoint.

C. Questions:

Any and all questions regarding this RFP should be directed to: Robert Kelly, Charter School Program Manager, via e-mail at Robert.Kelly@ct.gov.

D. Submissions:

All proposals in response to this RFP must be submitted to: Felicia Canty, Charter School Office Liaison, via e-mail at felicia.canty@ct.gov. **An electronic copy in PDF format must be received by 4:00 p.m. E.S.T. on Friday, January 18, 2019.**

E. Freedom of Information Act:

All complete proposals shall become the sole property of the State and will not be returned. All of the information contained in a proposal submitted in response to this RFP is subject to the provisions of the Freedom of Information Act (FOIA), Section 1-200 *et seq.* of the C.G.S.. FOIA declares that, except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in statute) are public records and every person has a right to inspect such records and receive a copy of such records.

VI. Selection Criteria

Final selection will be based on the criteria and rubric presented in Appendix A. A selection committee will review and score all proposals that meet the minimum submission requirements, as described in Section V.B. of this RFP. All proposals selected by the committee must then be approved by the Connecticut State Bond Commission in order for a grant to be awarded. Before a grant is awarded, all projects that establish a material change in the school’s operation require Connecticut State Board of Education’s approval (see Appendix D). All awards are subject to the availability of funds. Grants are not final until the award letter is executed.

Appendix A: RFP Scoring Rubric

Applicant:	Total Score:
	_____/80 or /76 for Alt. Ast.

Indicator	1 - Below	2 - Partially Meets	3 - Meets	4 - Exceeds
Need and Plan for Funds	Insufficient evidence of need and plan for investing state funds.	Partial evidence of need and plan for investing state funds.	Sufficient evidence of need and plan for investing state funds.	Clear and compelling evidence of need and plan for investing state funds.
School Performance on the state accountability system.	School performance data ranks applicant in bottom quarter of all applicants on the state accountability system.	School performance data ranks applicant in third quarter of all applicants on the state accountability system.	School performance data ranks applicant in second quarter of all applicants on the state accountability system.	School performance data ranks applicant in top quarter of all applicants on the state accountability system.

OR Alternative Assessment: If the school did not participate in state testing in the spring of 2018 (i.e., new school or less than 20 test takers or did not serve grades tested).

School Performance on alternative student assessment data.	School performance data ranks applicant in bottom quarter of normed performance expectation.	School performance data ranks applicant in the third quarter of normed performance expectation.	School performance data ranks applicant in the second quarter of normed performance expectation.	School performance data ranks applicant in the top quarter of normed performance expectation.
Documentation of Long-term Interest.	School does not own building and has less than five years remaining on lease.	School does not own building and has more than 5 but less than 10 years remaining on lease.	School does not own building and has more than 10 years remaining on lease.	School owns building.
Cost Information	Insufficient budget justification and cost information as presented in the budget template.	Sufficient cost information as presented in the budget template, but budget justification lacks sufficient detail.	Sufficient budget justification and cost information as presented in the budget template.	Sufficient budget justification and cost information as presented in the budget template; evidence of non-state matching funds.

Indicator	Score	Weighting	Total Points
Need and Plan for Funds		x 7	_____/28
School Performance (state accountability system)		x 6	_____/24
OR School Performance (alternative assessment)		x5	_____/20
Documentation of Long-term Interest		x 2	_____/8
Cost Information		x 5	_____/20
Total Score:			_____/80 or /76 for Alt. Ast.

Appendix B: School Performance

In the space below, if the school did not participate in state testing in the spring of 2018 (i.e., new school or less than 20 test takers or did not serve grades tested), report school performance outcomes in mathematics and reading over time as measured by an alternative assessment. Indicate the alternative assessment(s) (i.e., standardized normed assessment) used to track student performance in mathematics and reading. Provide comparative data to describe school performance (i.e., normed performance expectations over time).

Note, schools using an alternative student assessment must provide an assurance that the minimum test taking threshold of 95 percent in all areas tested (mathematics and reading) was met for all students and the high needs subgroup.

Appendix C: Cost Information

Please complete the budget template below for each project included in the application. Provide cost information and justifications as described in Section V.A.5, to summarize costs and explain the proposed use of funds. If, for any given cost item, there will be additional funding covered by local nonstate funding source(s), list the amount in the last column and provide documentation of any matching funds from nonstate sources. Preference will be given to applications with nonstate matching funds. List costs by their ED 114 Cost Category using the Uniform Chart of Accounts on the next page. If you need additional rows for a given cost category, you may add rows to the template as necessary; unused rows can be left blank or deleted.

ED 114 Budget Template

ED 114 Cost Category	Cost Description	Budget Justification and Cost Basis	Charter Construction Bond Funding Request	Amount Covered by Nonstate Funding Source(s)
100				
100				
300				
300				
450				
450				
500				
500				
600				
600				
700				
700				
800				
800				
900				
900				
Total:			\$	\$

ED114 Cost Categories – Uniform Charts of Accounts

Please code all expenditures in accordance with the state’s Uniform Charts of Accounts as summarized below.

CODE:	OBJECT:
100	PERSONAL SERVICES-SALARIES: Do not include any salaries other than direct labor to be performed by your employees with the following limitations: 1) You may not charge any portion of the current salaries of school personnel to the grant; 2) If overtime is used for direct labor on one or more projects, the cost of such overtime may be reported here.
300	PURCHASED PROFESSIONAL/TECHNICAL SERVICES: Costs for architectural, engineering or other purchased professional services required for those projects may be included here.
450	CONSTRUCTION SERVICES: Costs for general contractors and other purchased labor for constructing, renovating or remodeling work should be included under this object.
500	OTHER PURCHASED SERVICES: Other purchased services not reportable under objects 300 or 450 may be included here, for example, advertising costs for purposes of competitive bidding.
600	SUPPLIES: Include the cost of any supplies or building materials to be purchased directly by the grantee under this object. If a general contractor is being used, report the entire contract amount under object 450. Do not try to break out the contractor’s supplies and materials costs separately in this line.
700	PROPERTY: Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment. In accordance with the Connecticut State Comptroller’s definition equipment, included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value of over \$5,000.00 and the useful life of more than one year and data processing equipment that has unit price under \$5,000.00 and a useful life of not less than five years.
800	CONTINGENCY: An estimated contingency amount to be expended under other allowable objects during the grant period may be included here. This amount may not exceed 10 percent of your total budget.
900	REDEMPTION OF PRINCIPAL: Amount of principal paid down on existing debt. Provide latest copy of mortgage statement, include balance of outstanding principal.

Appendix D: Connecticut General Statutes that apply to the request.

Section 10-66hh. Program to assist charter schools with capital expenses. (a) For the fiscal year ending June 30, 2008, and each fiscal year thereafter, the Commissioner of Education shall establish, within available bond authorizations, a grant program to assist state charter schools in financing (1) school building projects, as defined in section 10-282, (2) general improvements to school buildings, as defined in subsection (a) of section 10-265h, and (3) repayment of debt incurred for school building projects. The governing authorities of such state charter schools may apply for such grants to the Department of Education at such time and in such manner as the commissioner prescribes. The commissioner shall give preference to applications that provide for matching funds from nonstate sources.

(b) All final calculations for grant awards pursuant to this section in an amount equal to or greater than two hundred fifty thousand dollars shall include a computation of the state grant amount amortized on a straight line basis over a ten-year period. Any state charter school which abandons, sells, leases, demolishes or otherwise redirects the use of a school building which benefited from such a grant award during such amortization period, including repayment of debt for the purchase, renovation or improvement of the building, shall refund to the state the unamortized balance of the state grant remaining as of the date that the abandonment, sale, lease, demolition or redirection occurred. The amortization period shall begin on the date the grant award is paid. A state charter school required to make a refund to the state pursuant to this subsection may request forgiveness of such refund if the building is redirected for public use.

Section 10-66ss. Amendment to charter. "(a) If a governing council of a state or local charter school plans to make a material change in the school's operations, such governing council of such charter school shall submit, in writing, a request to amend the school's charter to the State Board of Education. For purposes of this section, "material change" means a change that fundamentally alters a charter school's mission, organizational structure or educational program, including, but not limited to; (1) altering the educational model in a fundamental way, (2) opening an additional school building, (3) contracting for or discontinuing a contract for whole school management services with a charter management organization, (4) renaming the charter school, (5) changing the grade configurations of the charter school, or (6) increasing or decreasing the total student enrollment capacity of the charter school by twenty percent or more.

(b) In determining whether to grant a request by a state or local charter school to amend its charter, the State Board of Education shall; (1) review the written request of the charter school, (2) solicit and review comments on the request from the local or regional board of education of the town in which the charter school is located, and (3) vote on the request not later than sixty days after the date of receipt of such request or as part of the charter renewal process. The state board may approve the material change by a majority vote of the members of the state board present and voting at a regular or special meeting of the state board called for such purpose or for the purpose of considering whether to renew the charter of the charter school, pursuant to subsection (g) of section 10-66bb."

Section 10-265h. Grants to assist alliance districts in paying for general improvements to school buildings. (a) The Commissioner of Administrative Services, in consultation with the Commissioner of Education, shall establish, within available bond authorizations, a grant program to assist alliance districts, as defined in section 10-262u, in paying for general improvements to school buildings. For purposes of this section "general improvements to school buildings" means work that (1) is generally not eligible for reimbursement pursuant to chapter 173, and (2) is to (A) replace windows, doors, boilers and other heating and ventilation system components, internal communications and technology systems, lockers, floors, cafeteria equipment and ceilings, including the installation of new drop ceilings, (B) upgrade restrooms including the replacement of fixtures and related water supplies and drainage, (C) upgrade and replace lighting, including energy efficient upgrades to lighting systems and controls to increase efficiency, and reduce consumption levels and cost, (D) upgrade entryways, driveways, parking areas, play areas and athletic fields, (E) upgrade equipment, (F) repair roofs,

including the installation of energy efficient fixtures and systems and environmental enhancements, or (G) install or upgrade security equipment that is consistent with the school safety infrastructure standards, developed by the School Safety Infrastructure Council pursuant to section 10-292r, including, but not limited to, video surveillance devices and fencing, provided "general improvements to school buildings" may include work not specified in this subdivision if the alliance district provides justification for such work acceptable to the Commissioner of Administrative Services, but shall not include routine maintenance such as painting, cleaning, equipment repair or other minor repairs or work done at the administrative facilities of a board of education.

(b) Eligibility for grants pursuant to this section shall be determined for a five-year period based on a school district's designation as an alliance district in the initial year of designation as an alliance district. Grant awards shall be made annually contingent upon the filing of an application and a satisfactory annual evaluation. Priority shall be given to an alliance district that includes a life-cycle stewardship plan with such alliance district's application. The life-cycle stewardship plan shall describe the investments and other efforts that have been and will be made by the alliance district to extend the life cycle of its facilities and equipment. Alliance districts shall apply for grants pursuant to this section at such time and in such manner as the commissioner prescribes. Grant awards made to an alliance district that is one of the alliance districts with the five largest populations, based on the 2010 federal census, shall be in an amount equal to or greater than two million dollars.

(c) No funds received by an alliance district pursuant to this section shall be used to supplant local matching requirements for federal or state funding otherwise received by such alliance district for improvements to school buildings.

(d) Each alliance district that receives funds pursuant to this section shall file expenditure reports with the Department of Administrative Services as requested by the Commissioner of Administrative Services. Each alliance district shall refund (1) any unexpended amounts at the close of the project for which the grants are awarded and (2) any amounts not expended in accordance with the approved grant application.

(e) General improvements for which grants are awarded in any year shall be completed by the end of the succeeding fiscal year.

Sec. 10-282. Definitions. As used in this chapter, section 10-65 and section 10-76e:

(1) "Elementary school building" means any public school building designed to house any combination of grades below grade seven or children requiring special education who are described in subdivision (2) of subsection (b) of section 10-76d;

(2) "Secondary school building" means any public school building designed to house any combination of grades seven through twelve or any regional agricultural science and technology education center established under the provisions of part IV of chapter 164, and may also include any separate combination of grades five and six or grade six with grades seven and eight in a program approved by the State Board of Education when the use of special facilities generally associated with secondary schools is an essential part of the program for all grades included in such school;

(3) "School building project", except as used in section 10-289, means (A) the construction, purchase, extension, replacement, renovation or major alteration of a building to be used for public school purposes, including the equipping and furnishing of any such construction, purchase, extension, replacement, renovation or major alteration, the improvement of land therefor, or the improvement of the site of an existing building for public school purposes, but shall not include the cost of a site, except as provided in subsection (b) of section 10-286d; (B) the construction and equipping and furnishing of any such construction of any building which the towns of Norwich, Winchester and Woodstock may provide by lease or otherwise for use by the Norwich Free Academy, Gilbert School and Woodstock Academy, respectively, in furnishing education for public school pupils under the

provisions of section 10-34; and (C) the addition to, renovation of and equipping and furnishing of any such addition to or renovation of any building which may be leased, upon the approval of the Commissioner of Education or the Commissioner of Administrative Services, to any local or regional board of education for a term of twenty years or more for use by such local or regional board in furnishing education of public school pupils;

(4) "Extension" of an existing school building means the addition to an existing building or remaining portion of an existing building damaged by fire, flood or other natural catastrophe, or the erection of a new structure or group of structures on the same site which, together with the existing building, is designed to house pupils in an educational program under the supervision of one school principal;

(5) "Replacement" of a school building means the erection of a new structure on the same or another site to replace a school building totally destroyed by fire, flood or other natural catastrophe or one to be abandoned for school use upon completion of its replacement;

(6) "Major alteration" means a capital improvement of an existing building, the total project costs of which exceed ten thousand dollars except for projects approved pursuant to subsection (a) of section 10-65, for public school purposes resulting in improved educational conditions;

(7) "Code violation" means the correction of any condition in an existing building for public school purposes, the total project costs of which exceed ten thousand dollars, and which condition is in violation of the requirements of the State Building, Fire Safety or Public Health Codes, state or federal Occupational, Safety and Health Administration Codes, federal or state accessibility requirements or regulations of the federal Environmental Protection Agency or the state Department of Energy and Environmental Protection, state Department of Public Health regulations for radon or federal standards for lead contamination in school drinking water;

(8) "Completed school building project" means a school building project declared complete by the applicant board of education as of the date shown on the final application for grant payment purposes as submitted by said board to the Commissioner of Administrative Services or an agent of the commissioner;

(9) "Date of beginning of construction" means the date on which the general construction contract or the first phase thereof, purchase agreement or leasing agreement is signed by the authorized agent of the town or regional school district;

(10) "Standards" means architectural, engineering and education space specifications and standards for facility eligibility;

(11) "Application" or "grant application" means formal notification of intention to apply for a state grant-in-aid for a particular school building project;

(12) "Net eligible costs" means eligible project costs adjusted for the state standard education space specifications;

(13) "Regional educational service center" means a body corporate and politic established pursuant to the provisions of part IVa of chapter 164;

(14) "Regional educational service center administrative or service facility" means a building designed for administrative offices or residential facilities, operated by a regional educational service center;

(15) "Agricultural science and technology education" includes vocational aquaculture and marine-related employment;

(16) "Bonds or municipal bonds", except as used in section 10-289, means (A) any bond, note, certificate or other evidence of indebtedness, and (B) any energy conservation lease purchase agreement;

(17) "Energy conservation lease purchase agreement" means any lease purchase agreement, installment sale agreement or other similar agreement providing for periodic payments by a town or regional school district which (A) has as its purpose the financing of a school building project concerning energy conservation, (B) separately states the principal and interest components of the periodic payments to be made under the agreement, and (C) provides that the town or regional school district acquire title to the school building project upon payment of the total amount outstanding under the agreement;

(18) "Renovation" means a school building project to refurbish an existing building that was not renovated in accordance with this subdivision during the twenty-year period ending on the date of application, and of which not less than seventy-five per cent of the facility to be renovated is at least twenty years old, and that results in at least fifty-five per cent of the square footage of the completed building project being so renovated and the entire completed project having a useful life comparable to that of a new construction, and for which the total project costs of the renovation are less than the total project costs of a new construction;

(19) "Certified school indoor air quality emergency" means the existence of a building condition determined by the Department of Public Health to present a substantial and imminent adverse health risk that requires remediation in an amount greater than one hundred thousand dollars;

(20) "Turn-key purchase" means the purchase of a facility that a party has agreed to construct or renovate and deliver as fully completed in accordance with an agreement between that party and a purchasing school district.

Appendix E: Assurances

STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF EDUCATION STANDARD STATEMENT OF ASSURANCES GRANT PROGRAMS

PROJECT TITLE:

THE APPLICANT:

HEREBY ASSURES THAT:

(insert Agency/School/CBO Name)

- A.** The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B.** The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C.** The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D.** The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Education;
- E.** Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F.** Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G.** The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Education may find necessary;
- H.** The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;

- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit;
- L. **REQUIRED LANGUAGE (NON-DISCRIMINATION)**
References in this section to “contract” shall mean this grant agreement and to “contractor” shall mean the Grantee.

(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 Connecticut General Statutes § 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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(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, 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 insure 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, 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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 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 Connecticut General Statutes §46a-56; 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, 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 Connecticut General Statutes § 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56; 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, 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.

M. The grant award is subject to approval of the Connecticut State Department of Education and availability of state or federal funds.

N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

I, the undersigned authorized official, hereby certify that these assurances shall be fully implemented.

Superintendent

Signature:

Name: *(typed)*

Title: *(typed)*

Date:
