



Original Amendment ID #C102-21

State Contracting Agency: Manchester Community College

Street: Great Path PO Box 1046

City: Manchester State: CT Zip: 06045-1046

Tel#: 860-512-3000

Hereby enters into a Contract with:

Contractor's Name: Hartford Board of Education

Street: 960 Main Street

City: Hartford State: CT Zip: 06103

Tel#: 860-695-8000 E – MAIL: Clarence.Zachery@hartfordschools.org

The term of this contract is from 07/ 01 / 2020 through 06/ 30 / 2025

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.

**Contractor agrees to make payment to the State Contracting Agency.
Total Contract shall not exceed \$2,900,000.00**

**Contractor should address all contract questions to:
Allison Jacobson, Fiscal Contract Coordinator, 860-512-3650**

**Contractor should address all questions regarding the scope or performance of services to:
Regina Ferrante, Director of Finance, 860-512-3632**

**Contracting Agency should address all contract questions to:
Clarence Zachery, Chief Operating and Financial Officer, 860.695.8472**

FOR INTERNAL USE ONLY

EXPENSE CODING		FISCAL YR(s)	AMOUNT	NOTES
Banner Fund Code:				
Banner Org Code:				
Banner Account Code:				
Banner Program Code:				

SECTION 1 - DESCRIPTION OF SERVICES

I. BACKGROUND, AUTHORITY AND MISSION STATEMENT

- A. Manchester Community College (“College” or “MCC”) is the sponsor of Great Path Academy (“GPA”), a Middle College High School. GPA is designated as an inter-district magnet high school established under Connecticut General Statutes (“C.G.S.”) 10-2641. The Board of Regents in Higher Education (or “BOR”) has overall responsibility for GPA as an inter-district magnet school, in accordance with requirements of the Connecticut State Department of Education (“SDE”) and laws and regulations applicable to inter-district magnet schools. The BOR has delegated this authority to MCC.
- B. Great Path Academy is a separate legal entity established under Section 10-2641 of the Connecticut General Statutes. Public Act 04-213 amended C.G.S. 10-2641 to permit the Board of Regents of Community Technical-Colleges on behalf of MCC, to sponsor or apply for funding to construct and operate as an inter-district magnet school. On January 1, 2012, the BOR was authorized to act, as necessary, as the Board of Regents for the Community-Technical Colleges pursuant to sections 10a-71, 10a-88, and 10a-143 of the Connecticut General Statutes and are further delineated in policies adopted by the BOR from time to time.
- C. The Hartford Board of Education (“Hartford” or “Contractor”) is a municipal body and state agent established pursuant to Chapter IX, Section 1 of the Charter of the City of Hartford, Connecticut, having an address and place of business at 960 Main Street, 8th Floor, Hartford, CT 06103, acting herein by Dr. Leslie Torres Rodriguez, Superintendent.
- D. Great Path Academy is a Middle College High School serving students in grades nine through twelve. GPA is located on and is an integral part of the campus of Manchester Community College. GPA is designated as a Middle College High School program, with a curriculum based on the school model known as the “middle college high school,” part of a nationally growing trend to establish high schools on college campuses. The purpose of a Middle College High School is to bridge the gap between secondary and post-secondary education by immersing high school students into the college community, as well as to provide access to college coursework for eligible students.
- E. Great Path Academy is legislatively designated as an inter-district magnet SHEFF school. The purpose of the inter-district magnet schools is to reduce, eliminate or prevent racial, ethnic, or economic isolation of public-school students, while offering a high-quality curriculum that supports educational improvement. Overall, GPA’s goal is to provide an expectational high school and a college experience that can accelerate graduation and transition students. GPA is an innovative learning environment that supports students from diverse backgrounds in developing the values, self-discipline, work habits, academic and life skills needed to achieve success. Marketing of GPA and its programs shall reflect the purpose and goals of this Middle College High School.
- F. Consistent with the commitment of the State of Connecticut to provide high quality, diverse and unique public school educational choices to Connecticut students and to provide opportunities for its students to participate in public educational programs of choice, MCC and Hartford agree that GPA shall be operated in accordance with the following agreement.
- G. This agreement is entered into under authority of Sections 10a-72, 10-2641 and 10-66a of the Connecticut General Statutes.

II. RESPONSIBILITIES

A. Overview:

1. Academic Program: Hartford shall be responsibility for the day-to-day operation and management of the GPA academic program and certain related administrative functions as set forth herein, including accreditation and compliance with State of Connecticut laws.
2. Personnel: Hartford shall be responsible for staffing and personnel.
3. Facility and Administrative Support: MCC shall manage the GPA facility and provide facility and administrative support services as set forth herein.

B. Operations Plan

1. Hartford shall develop and maintain an Operations Plan for GPA in accordance with the requirements of the SDE.

C. Academic Program

1. Curriculum: In collaboration with the curriculum personnel of the participating districts. Hartford shall:
 - a) Seek to ensure that the curriculum is designated to meet and/or exceed the standards and content of Connecticut's Curriculum Frameworks and national standards
2. Instructional Materials: Hartford shall select instructional materials (texts, audio/visual, computer software, etc.) to support the curriculum and student learning in accordance with Connecticut statutes.
3. Assessment and Reporting: Hartford shall assess student progress and shall provide individual student reports to their respective originating school districts. Assessment tools shall include, but not be limited to, required State and Federal instruments and those designed specifically for GPA's special focus.
4. Professional Development: Within the approved budget of GPA, Hartford shall oversee the implementation of staff training and development in keeping with GPA's program and staff needs.
5. Student Admissions: Hartford shall participate in an annual lottery for student admission that meets legal requirements.
6. Collaboration: Hartford and MCC shall ensure that the faculty and staff of GPA work in close collaboration with MCC faculty and staff on all related student conduct issues, including expectations and issues related to student behavior and behavioral outcomes. MCC and Hartford shall reach a shared vision for the implementation of consequences for violations of student behavior expectations, including the decision to involve the criminal justice system (e.g. police).

D. Program Personnel

1. Program Positions: Hartford shall create program faculty and staff positions in keeping with GPA's operating budget.
2. Personnel Management:
 - a) The GPA principal shall be recruited, selected, hired, and, if need be, terminated, by Hartford in keeping with its policies and procedures and Connecticut statutes and regulations.
 - b) GPA staff shall be recruited, selected, hired, and, if need be, terminated by Hartford in keeping with its policies and procedures and Connecticut statutes and regulations.
3. Other Personnel Requirements: Hartford shall comply with all requirements applicable to program faculty and staff, including State Department of Education certification requirements, the assignment of credits, and collective bargaining obligations.

E. Facility and Administrative Support

1. Facility Operation and Support: MCC shall be responsible for operation of the physical GPA facility, including any portions of MCC facility utilized by GPA or its students from time to time, including but not limited to staffing and provision of the following facility services:
 - a) Campus and facility safety and security
 - b) Facility custodial services
 - c) Facility maintenance and repair

- d) Facility telecommunications service and support
- e) Facility utility services including electricity, heating and cooling, and water.
- f) Campus grounds keeping services including grounds maintenance, parking lot and sidewalk maintenance, and snow and ice removal.
- g) Trash removal and recycling
- 2. Facility Renovations: No changes, modifications, renovations or alterations shall be made to the GPA facility or its interior or systems without MCC approval.
- 3. Program-Related Administrative Support: MCC shall provide staffing and support for the GPA program, including but not limited to the following services:
 - a) College library support for GPA students
 - b) Information technology support services for GPA's educational technology equipment and infrastructure consistent with MCC's policies and procedures, and
 - c) high school/college partnership coordinator
- 4. Other Administrative Support: MCC shall be responsible for specific areas of administrative support not directly related to the academic program, included but not limited to staffing and provision of the following services:
 - a) Procurement of all IT related materials required by the GPA entity, such as hardware and software installed on MCC's network.
 - b) Fixed asset management of all capital equipment, technology and facility infrastructure for the GPA entity, including replacement and upgrade thereof, including:
 - 1. Capital procurement in accordance with plans mutually agreed to by Hartford and MCC
 - 2. Capital asset inventory control and financial accounting in accordance with standard MCC policies and procedures and applicable accounting standards.
- 5. Controls and Standards: All services provided by MCC in accordance with this section shall be operated and managed in accordance with MCC's policies, procedures and internal controls.

III. FINANCIAL MANAGEMENT

- A. Overview: Hartford shall be responsible for the budget and financial management of the program. Hartford shall provide an annual program budget to MCC.
 - 1. GPA Entity: All financial activity and resources related to the operation of GPA, including those related to the GPA facility, whether such activity is provided and managed by MCC or other State agencies on behalf of MCC, or by Hartford, shall be reflected on the financial records as activity of the GPA entity.
 - 2. Communications: MCC and Hartford agree to communicate quarterly and to inform the other of any financial problems or concerns related to GPA as soon as they become known.
- B. Hartford shall be responsible for managing certain financial resources and the day-to-day program operations of GPA as outlined in this agreement.
 - 1. Per-Student Revenues: Per-student contributions of the participating districts and the per-student grant to the BOR from the State Department of Education shall be received directly by Hartford.
 - 2. Other Program Resources: Hartford may also apply for, receive and administer grants and other support for GPA.
 - 3. Program Fiscal Management: Hartford shall provide an annual program budget, manage the program budget, and shall be responsible for maintaining appropriate internal and financial controls over the receipt and recording of revenues, the procurement of program goods and services, and the review, approval and payment of program expenditures.
 - 4. Other Expenditures: MCC may authorize Hartford to incur some expenses directly, which shall be covered by grants and other resources managed by MCC. Hartford shall bill MCC quarterly for such expenses that have been approved in advance by MCC and incurred directly by Hartford, and payment shall be due within ninety (90) days.
 - 5. Program Financial Records: Hartford shall maintain records of GPA's financial activity separate from other Hartford (non-GPA) financial activity.

- C. Allocation and Payment of GPA Facility and Administrative Operating Costs
1. GPA Facility: The GPA instructional and administrative space is intended primarily for use by GPA as a Middle College High School, whose educational and related activities generally occur Monday through Friday from approximately 7:00 a.m. through 3:30 p.m. during the academic year. Use of the facility outside of GPA's normal hours of operating must be scheduled through MCC's facilities department. Appropriate space on campus shall be allocated upon request after that date.
 2. College Use: When the facility is not in use for educational and other activities associated with the GPA program, MCC may utilize the facility for purposes consistent with MCC mission.
 - a) All space shall be scheduled by MCC's facilities coordinator
 3. Compensation: MCC shall be compensated for program services, including utility costs, direct facility and administrative costs, and administrative services fee, quarterly based on twelve (12%) percent of total revenue to GPA of the per-student contributions of the participating districts, including supplemental billings for direct services to students, and the per-student grant to the BOR from the State Department of Education pursuant to C.G.S. Section 10-264l. Payments made to MCC from GPA resources managed by Hartford shall be recorded as an expense in the GPA financial records maintained by Hartford. The services that MCC shall provide based on the compensation in this section are outlined below and in Section 1.II.E. of this Agreement.
 - a) Utility Costs incurred by MCC for the GPA facility, shall be allocated to GPA and MCC in the same proportion as the estimated hours of total use of the GPA facility on an annual basis including daytime, evening, weekday, weekend and summer use.
 - b) Direct GPA Facility and Administrative Costs incurred by MCC on behalf of GPA under Section 1.II.E., for personnel costs related to personnel and fringe benefits for the support of GPA and for capital expenditures, shall be charged to GPA and MCC.
 - c) An administrative service fee shall cover the other Facility and Administrative services and support provided by MCC on behalf of GPA.
 - d) Except by mutual written agreement between MCC and Hartford, the total charges to GPA from GPA resources managed by Hartford for MCC services, fees and/or costs, shall not exceed twelve percent (12%) of the total per student grant to the BOR from the State Department of Education pursuant to C.G.S. Section 10-264l and the per student contributions of the participating districts, including supplemental billings for direct services to students.
- D. Facility and Administrative Support Financial Resources – MCC shall be responsible for managing certain financial resources related to day-to-day Facility and Administrative support operations of GPA as outlined in this agreement.
1. GPA Financial Records: MCC shall maintain financial records of GPA's Facility and Administrative support activity separate from other College (non-GPA) financial activity.
- E. Annual Budget:
1. Academic Program Budget: Hartford shall be responsible for developing that portion of the GPA annual budget related to GPA program revenues and expenditures/expense. Hartford shall determine an appropriate per pupil assessment for the participating districts, or additional funding to be requested from the State Department of Education, as may be necessary to support the total GPA entity budget.
 2. Capital Replacement Planning: Hartford and MCC shall develop and agree upon capital equipment, infrastructure and deferred maintenance plans as needed for each fiscal year, to be procured and managed by MCC as part of the Facility and Administrative support services provided.
- F. Compensation:
1. Hartford shall be compensated for its program services quarterly based on 4.8% of total revenue to GPA of the per-student contributions of the participating districts, including supplemental billings for direct services to students, and the per-student grant to the BOR from the State Department of Education pursuant to C.G.S. Section 10-264l.

SECTION 2 - COST AND SCHEDULE OF PAYMENTS

1. State Liability.

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

2. Total Contract Not to Exceed.

The Contractor shall pay the College a total sum not to exceed \$2,900,000.00 for services performed under this agreement.

3. Invoicing and Payment

(a) The College shall submit invoices in accordance with Section I.III.F for services performed under this agreement.

(b) Invoices shall, at a minimum, include the College name, the billing period, and an itemization of expenses invoiced.

(c) Payment shall be made by the Contractor to the College within 30 days after receipt of properly executed and approved invoices.

SECTION 3 - OTHER TERMS AND CONDITIONS

1. 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.

2. 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 or 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 confidentiality of any part of or all of the Contractor’s bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) 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.
- (d) 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 contributed to the Acts giving rise to the claims.

- (e) 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 name the State as an additional insured on the policy and shall provide a copy of the policy to the College prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the College. The College shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the College or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

3. 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.

4. 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.

5. Termination:

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

resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.

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

6. 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.

7. Executive Orders:

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the *College* shall provide a copy of these orders to the Contractor.

8. Campaign Contribution restrictions:

For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below. See Notice below.

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves

to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

9. Contracting with State Employees or Related Family/Business

Section 1-84 (i) of the Connecticut General Statutes prohibits the BOR to engage in contracts over \$100 with State employees and certain related family or businesses as defined by Sections 1-79 (b) and (f), unless awarded through an open and public process. Contractor has disclosed to State whether it is an employee, related family member or associated business as defined by the statute. The Contractor and State each represent that they have fully complied with all applicable requirements of this statute, which is set forth below (emphasis added), or as it may be amended from time to time:

C.G.S. § 1-84 (i) No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

C.G.S. § 1-79 (b) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

C.G.S. § 1-79 (f) provides: "Immediate family" means any spouse, children or dependent relatives who reside in the individual's household.

10. 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 the State Contracting Agency at reasonable times.

11. Assignment:

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

12. Professional Standards:

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the BOR in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said BOR, such services as the BOR requests, provided in this contract.

13. 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 and regulations, including, but not limited to, the Gramm-Leach –Bliley Act, the Family Educational Rights and Privacy Act (“FERPA”) and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

14. 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 BOR. 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.

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

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

16. 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.

17. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is

incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

18. Whistleblower:

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty 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.

19. Disclosure of Records:

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

ACCEPTANCES AND APPROVALS

By the Contractor

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

(Typed/Printed Name and Title of Authorized Official)

By the State Contracting Agency

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

Manchester Community College

Contracting Agency Name

Signature (Authorized Official)

Date

Tanya Millner, Interim CEO

(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
