

The Commissioner's Network K-8 Turnaround Plan Application 2013 – 2014

Form Number: RFP 803

Section 10-223h of the Connecticut General Statutes

Date Issued: December 10, 2013



Stefan Pryor, Commissioner of Education
Connecticut State Department of Education
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Connecticut State Department of Education Turnaround Office

Stefan Pryor
Commissioner of Education

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

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Levy Gillespie
Equal Employment Opportunity Director
Title IX /ADA/Section 504 Coordinator
State of Connecticut Department of Education
25 Industrial Park Road
Middletown, CT 06457
860-807-2071



The Commissioner's Network | Turnaround Plan Application

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PART I: COMMISSIONER'S NETWORK OVERVIEW

A. Network Overview

The Commissioner's Network (the Network) is a commitment between local stakeholders and the Connecticut State Department of Education (CSDE) to dramatically improve student achievement in up to 25 schools. The Network offers new resources and authorities to empower teachers and school leaders to implement research-based strategies in schools selected by the Commissioner. Network schools remain part of their local school districts, but the districts and the CSDE secure school-level flexibility and autonomy for the schools in exchange for heightened accountability. Schools participate in the Network for a period of three to five years. At present, there are 11 schools participating in the Network.

Pursuant to C.G.S. § 10-223h(a), on or before July 1, 2014, the Commissioner may select a school that has been classified as a category four or five school, as described in C.G.S. § 10-223e, to participate in the Network. The Commissioner shall give preference for selection to schools: (a) that volunteer to participate in the Network, provided the local board of education and the representatives of the exclusive bargaining unit for certified employees mutually agree to participate in the Network; (b) in which an existing collective bargaining agreement between the local board of education and the representatives of the exclusive bargaining unit for certified employees will have expired for the school year in which a Turnaround Plan will be implemented; or (c) that are located in school districts that (A) have experience in school turnaround reform, or (B) previously received a school improvement grant pursuant to Section 1003(g) of Title I of the Elementary and Secondary Education Act, 20 U.S.C. 6301, et seq. The Commissioner shall not select more than two schools from a single school district in a single school year and shall not select more than four schools in total from a single district.

After the Commissioner initially selects a school to participate in the Commissioner's Network, the local board of education shall establish a Turnaround Committee pursuant to C.G.S. § 10-223h(b). Following the establishment of the Turnaround Committee, the CSDE shall conduct, in consultation with the local board of education, the School Governance Council, and the Turnaround Committee, an operations and instructional audit of the school in accordance with C.G.S. § 10-223h(c). Once the audit is performed, the Turnaround Committee shall develop a Turnaround Plan for the school by completing this application. As stated in C.G.S. § 10-223h(d), if the Turnaround Committee does not develop a Turnaround Plan, or if the Commissioner determines that a Turnaround Plan developed by the Turnaround Committee is deficient, the Commissioner may develop a Turnaround Plan for the school.

B. Turnaround Plan and Framework

The Turnaround Committee, in consultation with the School Governance Council, shall develop the Turnaround Plan in accordance with C.G.S. § 10-223h(d) and the guidelines issued by the Commissioner. Accordingly, the Turnaround Plan will:

1. Provide a rigorous needs analysis informed by the operations and instructional audit.
2. Identify an evidence-based turnaround model, aligned to school needs and growth areas.
3. Provide robust strategies to secure, support, develop, evaluate, and retain top talent.
4. Summarize the school's academic model, including curricula, assessments, and data-driven instruction.
5. Outline a comprehensive approach to build a positive school culture and climate.
6. Develop operational structures to effectively utilize time and resources.





Pursuant to C.G.S. § 10-223h(d), the Turnaround Plan may include proposals changing the hours and schedules of teachers and administrators at the school, the length and schedule of the school day, the length and calendar of the school year, the amount of time teachers shall be present in the school beyond the regular school day, and the hiring or reassignment of teachers or administrators at the school. If provisions of the Turnaround Plan alter the collective bargaining agreements applicable to the administrators and teachers employed by the local board of education, the local board of education and the exclusive bargaining unit for the affected certified employees shall negotiate concerning such provisions in accordance with C.G.S. § 10-153s.

The State Board of Education (SBE) must approve the Turnaround Plan before the school may implement it. Once the Turnaround Plan is approved, Network school leaders will work with the CSDE Turnaround Office, and/or other partners, to operationalize the Turnaround Plan by planning and designing tools, systems, and/or policies including, but not limited to:

1. School bell schedule.
2. School calendar.
3. Annual assessment calendar.
4. Staff evaluation schedule.
5. Professional development calendar.
6. SRBI processes and protocols.
7. School organizational chart.
8. Curricular materials (e.g., lesson plan template, unit plans, pacing guides).
9. School budget.
10. Discipline policy.
11. Calendar of family and community engagement opportunities.



PART II: TURNAROUND PLAN APPLICATION INSTRUCTIONS

A. Instructions

Please review and follow all directions carefully when completing this application. Please complete all of the required sections. The application will be deemed incomplete and/or deficient if required sections are not submitted. The specific timeline for this application will be determined by the CSDE after the Commissioner selects the school. The application is due on or before July 1, 2014, the application must be submitted in PDF format to Morgan Barth, Director of the Turnaround Office, at morgan.barth@ct.gov.

B. Timeline Summary

1. Commissioner initially selects the school for the Network.	Fall / Winter
2. Local board of education forms the Turnaround Committee.	Fall / Winter
3. CSDE conducts the operations and instructional audit of the school.	Fall / Winter
4. Turnaround Committee develops the Turnaround Plan and budget proposal.	Fall / Winter
5. Turnaround Committee reaches consensus or the Commissioner may develop a plan.	Winter
6. SBE votes to approve or reject the Turnaround Plan.	Winter
7. Local board of education negotiates MOUs with collective bargaining units for certified staff, if necessary, to establish the working conditions for the school during its turnaround period.	Winter
8. Certified staff identified and/or selected to work at the school ratify MOUs on working conditions, if necessary.	Spring
9. CSDE awards resources to the school depending on available funds.	Spring / Summer
10. Network school begins implementation of the Turnaround Plan with support from the CSDE.	Spring / Summer

C. Freedom of Information

All of the information contained in a proposal submitted in response to this application is subject to the provisions of the Freedom of Information Act (FOIA), Section 1-200 et seq. of the Connecticut General Statutes. The 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.

D. Questions

All questions regarding the Commissioner's Network should be directed to:

Morgan Barth
 Turnaround Office Director
 Connecticut State Department of Education
 Telephone: 860-713-6705
 E-mail: morgan.barth@ct.gov



PART III: COMMISSIONER'S NETWORK TURNAROUND PLAN

Section 1: Cover Page

Name of School District:			
Name of School:			
Turnaround Committee Chairperson: ¹			
Phone # of Chairperson:			
E-mail of Chairperson:			
Address of Chairperson:	Street Address:		
	City:		Zip Code:
Name of School Board Chairperson:			
Signature of School Board Chairperson: ²		Date:	
Name of Superintendent:			
Signature of Superintendent:		Date:	

¹ Pursuant to C.G.S. § 10-223h(b)(1), the superintendent, or his or her designee, shall serve as the chairperson of the Turnaround Committee.

² By signing this cover page, the chairperson of the local board of education affirms that the board has established the Turnaround Committee in accordance with C.G.S. § 10-223h(b), and that the superintendent has informed the board of the content of the Turnaround Plan.

Section 2: Turnaround Model

2.1. NEEDS AND ROOT CAUSE ANALYSIS

Instructions: Using the spaces provided, please identify the school's greatest strengths and growth areas based on the results of the operations and instructional audit. Provide specific data points to support the analysis and include root causes for each of the identified growth areas.

Summarize the school's greatest strengths as identified in the operations and instructional audit:

Summarize and provide a root cause analysis for the school's most significant growth areas as identified in the operations and instructional audit:



2.2. ACCOUNTABILITY METRICS AND PERFORMANCE TARGETS

Instructions: Network school progress will be measured against the leading and lagging indicators identified in the below chart. Under the “Baseline and Historic Data” columns, please enter school data for each of the past three years. Please do not enter targets in the “Performance Targets” columns; targets will be determined in collaboration with the CSDE and school leader after the SBE’s approval of the Turnaround Plan. The CSDE recognizes that districts and schools are preparing to transition from the CMT to Smarter Balanced Assessments; the Turnaround Office will work collaboratively with schools and districts to establish performance benchmarks informed by historic CMT data and SBA performance levels.

Performance Indicators	Baseline/Historic Data		Current Year	Performance Targets		
	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
Student enrollment						
Average daily attendance rate						
Chronic absenteeism rate						
In-school suspensions as a proportion of enrollment						
Out-of-school suspensions as a proportion of enrollment						
School Performance Index (SPI)						
Percent at/above goal in Reading CMT - Grade 3						
Percent at/above goal in Reading CMT - Grade 4						
Percent at/above goal in Reading CMT - Grade 5						
Percent at/above goal in Reading CMT - Grade 6						
Percent at/above goal in Reading CMT - Grade 7						
Percent at/above goal in Reading CMT - Grade 8						
Percent at/above goal in Math CMT - Grade 3						
Percent at/above goal in Math CMT - Grade 4						
Percent at/above goal in Math CMT - Grade 5						
Percent at/above goal in Math CMT - Grade 6						
Percent at/above goal in Math CMT - Grade 7						
Percent at/above goal in Math CMT - Grade 8						
Number of teachers rated “Exemplary” as a proportion of total teachers employed at the school						
Number of teachers rated “Proficient” as a proportion of total teachers employed at the school						
Number of teachers rated “Developing” as a proportion of total teachers employed at the school						
Number of teachers rated “Below Standard” as a proportion of total teachers employed at the school						



2.3. TURNAROUND MODEL

Instructions: Please select one of the following turnaround models described in C.G.S. § 10-223h(d), as amended by Public Act 13-64 § 2. Using the space provided, describe the core components of the model that pertain to talent, academics, culture and climate, and operations.

Section 3: Talent

3.1. TEACHERS

Instructions: Using the space provided:

1. Explain how the district and school will cultivate a professional learning environment to attract, support, develop, and retain high-quality teachers;
2. Explain how administrators will have the ability to staff the school based exclusively on student and programmatic needs; and
3. Describe how teachers will be evaluated on an annual basis to inform professional development offerings and staffing decisions.

3.2. ADMINISTRATORS

Instructions: Using the space provided:

1. Describe the process to secure an exceptional school principal with a track record of success, preferably in school turnaround and/or an urban school environment;
2. Explain how administrators will be evaluated on an annual basis to inform leadership staffing decisions; and
3. Describe ongoing supports and coaching opportunities for school leadership.



Section 4: Academics

4.1. CURRICULUM AND ASSESSMENTS

Instructions: Using the space provided:

1. Describe the school's academic program and instructional philosophy, including the process to align the curricula and academic program to the Common Core State Standards and transition to next-generation assessments; and
2. Describe the school's early literacy strategy, including targeted interventions.

4.2. DATA-DRIVEN INSTRUCTION

Instructions: Using the space provided:

1. Describe how staff will use data to inform lesson plans, differentiate instruction, and provide remedial support to meet the academic and development needs of all students; and
2. Describe ongoing professional development opportunities to build staff capacity around the collection, analysis, and use of data to drive and differentiate instruction.



Section 5: Culture and Climate

5.1. SCHOOL ENVIRONMENT AND CULTURE

Instructions: Using the space provided, describe the school's behavior management system and strategies to shape a positive school culture.

5.2. FAMILY AND COMMUNITY ENGAGEMENT

Instructions: Using the space provided, explain how the school will promote strong family and community connections to support academic achievement.



Section 6: Operations

6.1. SCHEDULE AND USE OF TIME

Instructions: Using the space provided:

1. Propose the length of the school day and year for students, and describe how the proposed schedule will maximize instructional time on task; and
2. Propose the length of the school day and year for staff, including additional time before and during the school year for professional development and/or common planning time.

6.2. BUDGET PROPOSAL

After the SBE approves the Turnaround Plan, the school is eligible to receive a Network grant in accordance with C.G.S. § 10-223h(a). In addition, the school is invited to submit: (1) a bond funding proposal to the CSDE for approval by the Commissioner and the State Bond Commission; and (2) a budget proposal for Wraparound Grant funding for approval by the Commissioner.

Instructions: Using the Excel workbook provided, please create a one-year budget proposal outlining new costs associated with the Turnaround Plan and leveraging all available funding sources.

1. **Budget Cover Page:** Please enter the school name on the cover sheet. The remaining cells summarizing the entire budget workbook will be auto-generated as you complete the Network proposal, bond request, and Wraparound Grant proposal; do not enter cost information on the cover page.
2. **Part I: Commissioner's Network Year 1 Budget Proposal:** Please insert information pertaining to the proposed Commissioner's Network budget for the school. The budget should reflect all new expenditures contained in the Turnaround Plan and show the proposed funding source(s) for each new cost. Possible funding sources include, but are not limited to, the school's local operating budget, the federal budget, the Alliance District grant, the Priority School District grant, the Commissioner's Network grant, and/or other grants. Please categorize proposed expenditures by Uniform Charts of Accounts (UCOA) codes (see Appendix B). For each expenditure, provide the following information in the appropriate columns: (a) label the position/service/item; (b) provide cost information and/or a budget justification (e.g., summary of the expense, # of units, cost per unit, etc.); (c) enter the total cost; (d) list all funding sources; and (e) show how the investment is strategically aligned to the Turnaround Plan by identifying the section of the plan that describes the corresponding strategy. The budget proposal will be evaluated for strategic



alignment and anticipated impact as the award amount is determined by the CSDE after the State Board of Education approves the Turnaround Plan.

3. **Part II: Low-Performing Schools Bond Request:** Public Act 12-189 § 9(e)(3) and Public Act 13-239 § 32(g)(3) authorize “grants-in-aid to assist targeted local and regional school districts for alterations, repairs, improvements, technology and equipment in low-performing schools.” Accordingly, the district may submit a bond request for up to \$500,000.00 by completing the final tab in the budget workbook. The bond request must support capital improvements and technological investments at the school. Also, the request must outline and provide a cost basis for all proposed bond investments. Please note that while the Commissioner will review the bond request for reasonableness and strategic alignment to the Turnaround Plan. The bond request will ultimately be considered for approval by the State Bond Commission.

4. **Part III: Wraparound Grant Proposal:** Within available appropriations, C.G.S. § 10-265p provides grant funding to educational reform districts, as defined in C.G.S. § 10-262u, pursuing comprehensive wraparound strategies, including social-emotional behavioral supports, family involvement and support, student engagement, physical health and wellness, and social work and case management. The district may submit a Wraparound Grant proposal for the school by outlining proposed grant expenditures in the final tab of the Network budget workbook; proposed wraparound investments should not exceed \$100,000.00. Please categorize each of the proposed investments using the ED 114 cost categories and provide a clear description of the proposed expenditures.

Section 7: Modifications

During the term of the school's participation in the Commissioner's Network, the Commissioner shall review the progress of each school. The Commissioner or his designee may, on the basis of such review, convene the Turnaround Committee to, as part of its monitoring responsibility, address a lack of sufficient progress or other implementation issues at the school. The Turnaround Committee may consider and enact changes to the Turnaround Plan by consensus. If the Turnaround Committee does not enact changes or the changes are unlikely to result in sufficient progress or adequately address implementation concerns, the Commissioner may take appropriate actions to ensure sufficient progress at the school, including, but not limited to, finding the Turnaround Plan deficient and developing a revised Turnaround Plan.



Appendix A: Turnaround Committee Signatures Page

Please Note: Applicants should not sign this section of the application until the Turnaround Committee reaches consensus on the Turnaround Plan and is ready to submit a final copy of such plan to the CSDE.

We, the undersigned members of the Turnaround Committee, on the basis of a consensus agreement, submit this Turnaround Plan to the Commissioner for final selection of the school into the Commissioner’s Network.

Signature of Superintendent, Non-Voting Chair

Date

Name of Superintendent *(typed)*

Signature of Board of Education-appointed Parent

Date

Name of Board of Education-appointed Parent *(typed)*

Signature of Board of Education-appointed Administrator

Date

Name of Board of Education-appointed Administrator *(typed)*

Signature of Union-appointed Teacher

Date

Name of Union-appointed Teacher *(typed)*

Signature of Union-appointed Teacher

Date

Name of Union-appointed Teacher *(typed)*



Signature of Union-appointed Parent

Date

Name of Union-appointed Parent (*typed*)

Signature of Commissioner of Education

Date

Stefan Pryor

Name of Commissioner of Education (*typed*)

Appendix B: Budget Information

As noted in Section 6.2, please code all expenditures in accordance with the state's Uniform Charts of Accounts as summarized below.

CODE:	OBJECT:
100	PERSONNEL SERVICES – SALARIES. Amounts paid to both permanent and temporary grantee employees including personnel substituting for those in permanent positions. This includes gross salary for personnel services rendered while on the payroll of the grantees.
200	PERSONNEL SERVICES – EMPLOYEE BENEFITS. Amounts paid by the grantee on behalf of employees; these amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are parts of the cost of personnel services.
300	PURCHASED PROFESSIONAL AND TECHNICAL SERVICES. Services, which by their nature can be performed only by persons or firms with specialized skills and knowledge. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, accountants, technical assistance support organizations, school management partners, etc.
400	PURCHASED PROPERTY SERVICES. Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. Persons other than grantee employees perform these services. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
500	OTHER PURCHASED SERVICES. Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
600	SUPPLIES. Amounts paid for items that are consumed, worn out, or deteriorated through use; or items that lose their identity through fabrication or incorporation into different or more complex units or substances.
700	PROPERTY. Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.
800	OTHER OBJECTS. (Miscellaneous Expenditures) Expenditures for goods or services not properly classified in one of the above objects. Included in the category could be expenditures for dues and fees, judgments against a grantee that are not covered by liability insurance, and interest payments on bonds and notes.



Appendix C: Statement of Assurances

STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF EDUCATION
STANDARD STATEMENT OF ASSURANCES
GRANT PROGRAMS

PROJECT TITLE: Commissioner’s Network

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 activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- C. 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 CSDE;
- D. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- E. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- F. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the CSDE, including information relating to the project records and access thereto as the CSDE may find necessary;
- G. The CSDE 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;
- H. 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;
- I. 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;



J. 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 CSDE any moneys not expended in accordance with the approved program/operation budget as determined by the audit;

K. REQUIRED LANGUAGE (NON-DISCRIMINATION)

1) References in this section to “contract” shall mean this grant agreement and references to “contractor” shall mean the Grantee.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and “contract” include any extension or modification of the Contract or contract;
- iii. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;
- iv. "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;
- v. “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "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
- x. "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, mental

retardation, 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, mental retardation, 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.

L. The grant award is subject to approval of the CSDE and availability of state or federal funds.

M. 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: _____