

**CONNECTICUT STATE DEPARTMENT OF EDUCATION  
ACADEMIC OFFICE**

2016-17  
State Agency Application for Prevention and  
Intervention  
Programs for Children and Youth who are  
Neglected, Delinquent or At-Risk  
20 U.S.C. § 6421 et seq.  
P.L. 107-110

**Title I, Part D, Subpart 1**

**Applications Due: November 9, 2016**

The State Agency Application is due no later than 4:00 p.m. on Wednesday, November 9, 2016. One original and one copy are to be mailed or delivered to the following address:

Marion Lamprecht – Room 215  
Connecticut State Department of Education  
Academic Office  
165 Capitol Ave., P. O. Box 2219  
Hartford, CT 06145-2219



## CONNECTICUT STATE DEPARTMENT OF EDUCATION

Dr. Dianna R. Wentzell  
Commissioner of Education

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Levy Gillespie  
Equal Employment Opportunity Director  
State of Connecticut Department of Education  
25 Industrial Park Road  
Middletown, CT 06457  
860-807-2101  
[Levy.Gillespie@ct.gov](mailto:Levy.Gillespie@ct.gov)

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**CONNECTICUT STATE DEPARTMENT OF EDUCATION**

**State Agency Application for Entitlement Grant for Prevention and  
Intervention Programs for Children and Youth who are Neglected,  
Delinquent or At-Risk**

**Title I, Part D of the Elementary and Secondary Education Act (ESEA) of 1965, as  
amended by the No Child Left Behind Act of 2001  
Subpart 1 – State Agency Programs**

**FY 2016-17**

**School District** \_\_\_\_\_ **Code** \_\_\_\_\_

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Title I Coordinator Contact Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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**CERTIFICATION**

I certify that all statements contained herein are true and correct to the best of my knowledge,  
and that all state and federal assurances shall be fully implemented.

\_\_\_\_\_  
Superintendent of Schools (signature): \_\_\_\_\_ Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Superintendent of Schools (please type or print): \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## **PURPOSE**

The purpose of this program is:

- to improve educational services for children and youth in local and state institutions for neglected or delinquent children and youth so that such children and youth have the opportunity to meet the same challenging state academic content standards and challenging state student academic achievement standards that all children in the state are expected to meet;
- to provide such children and youth with the services needed to make a successful transition from institutionalization to further schooling or employment; and
- to prevent at-risk youth from dropping out of school and to provide dropouts and children and youth returning from correctional facilities or institutions for neglected or delinquent children and youth, with a support system to ensure their continued education.

## **ELIGIBILITY**

A state agency is eligible for assistance if such state agency is responsible for providing free public education for children and youth:

- in institutions for neglected or delinquent children and youth;
- attending community day programs for neglected or delinquent children and youth; or
- in adult correction institutions.

## **USE OF FUNDS**

Under the authorizing statute, a state agency must use Title I, Part D funds to support educational services that are provided to children and youth identified by the state agency as failing, or most at-risk of failing, to meet the state's challenging academic content and student academic achievement standards, except for institution-wide projects under Section 1416. Funds are intended to supplement and improve the quality of educational services provided to these children and youth by the state agency and afford such children and youth the opportunity to meet challenging state academic achievement standards. The statute further provides that Title I funds may be used to acquire equipment and cover the costs of meeting the evaluation requirements of Title I, Part D.

Projects may use Title I funds to pay the necessary and reasonable costs that provide a variety of services, including reading, mathematics, language arts and vocationally-oriented programs that include academic classroom instruction, so long as these are supplementary services and materials. For example, past Title I projects have used funds to:

- hire additional teachers, aides, educational counselors and other staff members to provide additional instruction in areas of the greatest need;

- train teachers, aides and other staff members who are actively involved in providing Title I services;
- procure needed educational materials and equipment for Title I instruction, including books, computers, audiovisual equipment, supplies and classroom materials for industrial arts and vocational training; and
- hire transition coordinators or buy new equipment to assist students' transitions (e.g., purchasing scanners to scan individualized education program (IEP) documents).

### **REPORTING REQUIREMENTS**

Each state agency must evaluate the program as detailed on page 10 of this application and shall:

- submit evaluation results to the Connecticut State Department of Education (CSDE);  
and
- use the results of the evaluation under this section to plan and improve subsequent programs for participating children and youth.

### **MANAGEMENT AND CONTROL OF THE GRANT CONSULTATION ROLE OF THE STATE**

The grantee has overall management control of the grant. While state agency staff may be consulted for their expertise, they will not be directly responsible for the selection of subgrantees or vendors, nor will they be directly involved in the expenditure and payment of funds obligated by the grantee or subgrantee.

## **APPLICATION REQUIREMENTS**

In order to receive the Title I, Part D, Subpart 1 funding, please describe the program that the district will implement by addressing each of the following requirements. Attach as many pages as necessary.

### **1. Student Eligibility and Assessment of Need**

Describe how children most in need of support will be identified and selected for services. To adequately address this point, you must clearly describe the criteria and/or process for identifying students including academic performance tests, staff recommendations, and school district records. If the SBAC test or SAT is used, indicate to what extent and how many students within the educational program are tested.

### **2. Program Description**

Describe the program by specifying the services and activities that will be supported by Title I funds. Include information on:

- specific services and activities, including where they will take place;
- instructional salaries;
- supplies;
- as appropriate, activities and programs that involve parents, guardians and family members;
- how services and activities will relate to student outcome goals; and
- how services and activities will contribute to the successful transition of the student out of the facility.

### **3. Goals and Objectives**

Describe how the program will meet the goals and objectives of the state plan. Address, to the extent applicable, the following bulleted items:

- student accrual of school credits that meet state educational secondary requirements;
- educational achievement based on the SBAC test and SAT results or alternative criteria;
- student transition to a local education agency (LEA) program;
- students graduating from high school or obtaining their GED;
- support systems, such as counseling, tutoring and learning centers to ensure successful transition of students;
- student transition for completion of education requirements to skills training program, higher education or job entry;

- support for students identified at risk of not completing public school program and in danger of correctional facility assignment;
- high-quality instruction, diverse transition opportunities and dropout prevention services; and
- how the program is consistent with the Connecticut Curriculum Frameworks.

#### **4. Consultation and Training for Institution-wide Projects**

Describe how the state agency will consult with experts and provide the necessary training for appropriate staff to ensure that the planning and operation of institution-wide projects under Section 1416 are of high-quality. Consultation and training should at least address, to the extent possible, the following items:

- persons to be involved in planning;
- sufficient planning time;
- meeting intent and purposes of all programs/sources in entire educational program;
- utilizing research-based effective practices appropriate to the population served;
- continual review of student progress; and
- continual revision of program, as necessary.

#### **5. Coordination with Other Federal, State and Local Programs**

Describe how the programs will be coordinated with other appropriate state and federal programs, such as programs under Title I of Public Law 105-220, vocational and technical education programs, state, local dropout prevention programs, and special education programs. Address the following items, along with any other information pertinent to your program, when completing this section:

- frequency and extent of coordination;
- service programs and outreach activities with public school districts;
- community service agencies (health, counseling, employment, assessment and training);
- municipalities;
- institutions for higher learning;
- services for students with disabilities;
- services for students with limited English proficiency;
- recidivism retention services; and
- if institution-wide project, how Title I funds are combined with other federal, state and local funds to upgrade the entire educational program.

#### **6. Coordination with Districts or Alternative Education Programs for Shared Student Records**



Describe how the state agency will encourage facilities receiving funds under Title I, Part D, Subpart 1 to coordinate with districts or alternative detention programs attended by youth prior to their incarceration to ensure that student assessments and appropriate academic records are shared jointly between the facility and the district or alternative education program.

## **7. Professional Development**

Describe how appropriate professional development will be provided to teachers and other staff. Consider the following items when completing this section:

- professional development activities available for staff involved with Title I students (Note: All students are considered Title I students in institution-wide projects);
- workshops, inservice, conferences and college affiliations for staff;
- how activities will assist students in meeting the learning standards of the Connecticut Curriculum Frameworks;
- neglected or delinquent institution-specific activities; and
- activities implemented in coordination with other LEAs, public schools and correctional facilities.

## **8. Coordination with Businesses for Training and Mentoring**

Describe how the state agency will endeavor to coordinate with businesses for training and mentoring for participating children and youth. Address at least the following bulleted items when completing this section:

- efforts to coordinate;
- actual coordination;
- businesses involved in training and mentoring; and
- how such training and mentoring meets the student needs and goals of program.

## **9. Transition Contact Information**

Designate an individual in the facility or institution to be responsible for issues relating to the transition of children and youth from the facility or institution to locally operated programs.

## **10. Parental Involvement**

Describe how the state agency will work with parents to secure their assistance in improving their children's and youth's educational achievement and, assist in dropout prevention, and preventing further involvement in delinquent activities.

## **11. Additional Services**

Describe any additional services to be provided to youth, such as career counseling, distance learning and assistance in securing student loans and grants.

### **INSTITUTION-WIDE PROJECTS**

A state agency that provides free public education for children and youth in an institution for neglected or delinquent children and youth (other than an adult correctional institution), or attending a community-day program for such children and youth, may use Title I funds to serve all children in, and upgrade the entire educational effort of, that institution or program. The institution-wide project plan must address in detail the requirements listed below. The assurance must be included in the signed assurance page that will accompany the agency's plan. The plan and resulting outcomes must demonstrate that the intent and purposes of the programs for which funds are used collectively to upgrade the entire educational program are being met.

**If you plan to run an institution-wide project you must attach a comprehensive plan for approval, that:**

1. Provides for a comprehensive assessment of the educational needs of all children and youth in the institution or program serving juveniles.
2. Provides for a comprehensive assessment of the educational needs of youth age 20 or younger in adult facilities who are expected to complete incarceration within a two-year period.
3. Describes the steps the agency has taken, or will take, to provide all children and youth under age 21 with the opportunity to meet challenging state academic content standards and student academic achievement standards in order to improve the likelihood that they will complete secondary school, attain a secondary diploma or its recognized equivalent, or find employment after leaving the institution.
4. Describes the instructional program, pupil services and procedures that will be used to meet the needs including, to the extent feasible, the provision of mentors for youth.
5. Specifically describes how the Title I, Part D, Subpart 1 funds will be used (Note: these funds may be used in combination with other funds used to implement the comprehensive plan for *all* children and youth being served).
6. Describes the measures and procedures that will be used to assess student progress.
7. Describes how the agency has planned, and will implement and evaluate, the institution-wide or program-wide project in consultation with personnel providing direct instructional services and support services in institutions or community-day programs for neglected or delinquent children and youth and with personnel from the state education agency (SEA).
8. Describes how the agency will consult with experts and provide the necessary training for appropriate staff, to ensure the planning and operation of institution-wide projects under Section 1416 are of high-quality.

## TRANSITION SERVICES

Each state agency shall reserve not less than 15 percent and not more than 30 percent of the total amount of Title I funds received to support the following (please check all that apply):

- projects that facilitate the transition of children and youth from state-operated institutions to schools served by local school districts; or
- the successful re-entry of youth offenders, who are age 20 or younger and have received a secondary school diploma or its recognized equivalent into postsecondary education or vocational and technical training programs, through strategies designed to expose and prepare the youth for postsecondary education or vocational and technical training programs (including preplacement programs, worksite schools, support services, placement services, counseling services and job placement services).

Transition services projects may be conducted directly by the state agency or through a contract or other arrangement with one or more school districts, other public agencies or private nonprofit organizations. If your agency has entered into a contract or other arrangement, please attach the contract to your application.

Amount of funds to be used for transition services \$ \_\_\_\_\_

Percent of funds to be used for transition services \_\_\_\_\_%

Provide a description of your proposed transition services below and a detailed use of funds on the budget narrative (page 13).

## STUDENT ASSESSMENT

Pre-and Post-test assessment is a method where academic achievement tests are administered to measure academic progress for students participating in educational programming while detained or incarcerated for a period of 90 days or more.

Complete the following questions to document the program's student assessment practices.

1. How soon are students pre-tested after entry into a facility?
2. When are students post-tested after the initial pretest?
3. Which assessment(s) does the facility use to test progress in **reading**?
4. Which assessment(s) does the facility use to test progress in **mathematics**?
5. How does the facility currently use assessment data? Check all that apply:
  - To report progress to students
  - To report progress to parents
  - To report progress to teachers/other school staff
  - To inform instructional/ curriculum decisions
  - To identify school strengths and weaknesses
  - To identify student strengths and weaknesses
  - To report progress to home school/district
  - To report progress to State Department of Education
  - To maintain students' educational records
  - None of the above
  - Other: \_\_\_\_\_

## **PROGRAM EVALUATION**

Scope of Evaluation: Each district that conducts a program for children and youth who are neglected, delinquent or at-risk under Title I, Part D, Subpart 1 must evaluate the program, disaggregating data on participation by gender, race, ethnicity and age to determine the program's effect on the ability of participants to:

- maintain and improve educational achievement;
- accrue school credits that meet state requirements for grade promotion and secondary school graduation;
- make the transition to a regular program or other education program operated by a district;
- complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected or delinquent children and youth; and
- as appropriate, participate in postsecondary education and job training.

1. Describe how student progress will be measured and reported.
2. Describe how the most recent evaluation results will be used for program planning and improvement.

## MAINTENANCE OF FISCAL EFFORT

Fiscal effort for the two most recent years available at the time of the application must be compared. No more than a 10 percent decrease in per pupil expenditure is permitted from one year to the next for continued participation in Title I without reduction in entitlement.

Per pupil expenditures from non-federal funds for:

Fiscal year ending June 30, 2016, were \$ \_\_\_\_\_

Fiscal year ending June 30, 2015, were \$ \_\_\_\_\_

Include only expenditures for instructional staff salaries, salaries for educational administrators, salaries for school support staff (including pupil services personnel and school clerical staff), instructional supplies and materials.

GRANTEE NAME:		TOWN CODE:
GRANT TITLE: TITLE I, (ESEA) STATE N & D, SUBPART 1		
PROJECT TITLE: NEGLECTED AND DELINQUENT		
FUND:12060      SPID: 20680      YEAR: 2017      PROG: 82064      CF1: 170002      CF2:		
GRANT PERIOD:    07/01/2016    -    06/30/2018		AUTHORIZED AMOUNT:\$
CODES	DESCRIPTIONS	BUDGET AMOUNT
100	PERSONAL SERVICES/SALARIES	
200	PERSONAL SERVICES/EMPLOYEE BENEFITS	
300	PURCHASED PROFESSIONAL AND TECHNICAL SERVICES	
400	PURCHASED PROPERTY SERVICES	
500	OTHER PURCHASED SERVICES	
600	SUPPLIES	
700	PROPERTY	
800	DEBT SERVICE and MISCELLANEOUS	
914	INTERNAL TRANSFERS	
917	INDIRECT COSTS	
	TOTAL	

\_\_\_\_\_ ORIGINAL REQUEST DATE

\_\_\_\_\_ REVISED REQUEST DATE

\_\_\_\_\_ STATE DEPARTMENT OF EDUCATION  
PROGRAM MANAGER AUTHORIZATION

\_\_\_\_\_ DATE OF  
APPROVAL

## GRANT BUDGET NARRATIVE

A detailed summary explanation must be provided for each line item expenditure noted in your budget. Note: All Title I instruction must be supplemental to the regular program of instruction.

<u>Line Item (Code and Name)</u>	<u>Amount</u>	<u>Explanation</u>
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## APPENDIX A: TITLE I ASSURANCES

A state agency that desires to receive funds to carry out a program under Title I, Part D, shall assure that: (Please check)

- (1) in making services available to youth in adult correctional facilities, priority will be given to such youth who are likely to complete incarceration within a 2-year period;
- (2) the agency will carry out the evaluation requirements of 20 U.S.C 6471 and 20 U.S.C 7941, comply with all applicable statutory and regulatory requirements, and provide information to the USDE and CSDE when required;
- (3) the agency will work with parents to secure parents' assistance in improving the educational achievement of their children and preventing their children's further involvement in delinquent activities;
- (4) the agency will work with special education youth in order to meet an existing individualized education program and will notify the youth's local school if such youth:
  - a. is identified as in need of special education services while the youth is in the facility; and
  - b. intends to return to the local school;
- (5) the agency will work with youth who dropped out of school before entering the facility to encourage them to reenter school once the term has been completed or provide them with the skills necessary to gain employment, continue education, or achieve a secondary school diploma or the recognized equivalent if they do not intend to return to school;
- (6) teachers and other qualified staff are trained to work with children and youth with disabilities and other students with special needs taking into consideration the unique needs of such students;
- (7) the program will be coordinated with any programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 (42 U.S.C. 5601 et seq.) or other comparable programs, if applicable;
- (8) the agency will assist in locating alternative programs through which students can continue their education if students are not returning to school after leaving the correctional facility; and
- (9) if institution-wide project, the agency will provide for appropriate training for teachers and other instructional and administrative personnel to enable such teachers and personnel to carry out the project effectively.

I certify that the assurances checked above shall be fully implemented.

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Superintendent of Schools (signature)

Date Signed

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Superintendent of Schools (please type or print)

**APPENDIX B  
STATEMENT OF ASSURANCES**

CONNECTICUT STATE DEPARTMENT OF EDUCATION  
STANDARD STATEMENT OF ASSURANCES  
GRANT PROGRAMS

**PROJECT TITLE:** \_\_\_\_\_  
\_\_\_\_\_

**THE APPLICANT:** \_\_\_\_\_ **HEREBY ASSURES THAT:**  
\_\_\_\_\_  
(insert Agency/School/CBO Name)

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

- J.** The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K.** At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit;

**L. REQUIRED LANGUAGE (NON-DISCRIMINATION)**

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order

issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice

in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

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

Superintendent Signature: \_\_\_\_\_

Name: *(typed)* \_\_\_\_\_

Title: *(typed)* \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX C: DEBARMENT AND SUSPENSION

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary takeover~ transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of roles implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by *this* clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name of Applicant

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PR/AWARD Number and/or Project Name

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Printed Name and Title of Authorized Representative

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Signature

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Date

**APPENDIX D:**

**AFFIRMATIVE ACTION CERTIFICATE**

CERTIFICATION THAT CURRENT AFFIRMATIVE ACTION PACKET IS ON FILE

*According to the Connecticut Commission on Human Rights and Opportunities (CHRO) **municipalities** that operate **school districts** and also file a federal and/or state Affirmative Action Plan(s) are exempt from the requirement of filing an Affirmative Action Plan with the Connecticut State Department of Education. **Agencies with an Affirmative Action Plan on file need to certify such by signing the statement below.***

**I, the undersigned authorized official, hereby certify that the applying organization/agency: \_\_\_\_\_, has a current affirmative action packet on file with the Connecticut State Department of Education. The affirmative action packet is, by reference, part of this application.**

**Signature of Authorized Official: \_\_\_\_\_ Date: \_\_\_\_\_**

**Name and Title: \_\_\_\_\_**



## **APPENDIX E: ANNIE E. CASEY FOUNDATION**

Applicants that are part of a collaborative effort funded in whole or in part by the Annie E. Casey Foundation must submit documentation that:

1. The collaborative oversight entity has been provided the opportunity to review and comment on the grant application or proposal prior to submission to the CSDE.
2. The proposal or application submitted provides information detailing the activities which assure priority access to services to children, youth and families referred by the collaborative oversight entity; and
3. The applicant shall designate someone to act as liaison for the referral process.