

CONNECTICUT STATE DEPARTMENT OF EDUCATION  
Hartford

Office of Strategic Planning and Partnerships



Application for Open Choice Academic, Student and Social Support Grant (Sheff Region)  
2020-21

Purpose: To promote academic and social success for students participating in the Open Choice program  
in the Sheff Region.

Section 10-266aa(o) of the Connecticut General Statutes

Applications Due: August 21, 2020

Published: June 2020

ED #999

CONNECTICUT STATE DEPARTMENT OF EDUCATION  
Hartford

Miguel A. Cardona, Ed.D., Commissioner of Education

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Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to:

Levy Gillespie  
Equal Employment Opportunity Director/Americans with Disabilities Coordinator (ADA)  
Connecticut State Department of Education  
450 Columbus Boulevard, 5<sup>th</sup> floor  
Hartford, CT 06103-1841  
860-807-2071  
[Levy.gillespie@ct.gov](mailto:Levy.gillespie@ct.gov)

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Section	I.	Purpose
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The purpose of this grant is to promote academic and social success for students participating in the Open Choice program in the Sheff Region. The grant is intended to provide supplemental funding towards programs and supports that work to ensure Open Choice students have positive school experiences and academic and social success. Activities funded by this grant should assist schools in developing specific goals related to limiting student attrition, reducing chronic absenteeism, increasing high school graduation rates, and increasing academic preparedness for college and careers. The grant also allows districts to implement a variety of strategies to improve school climate and student academic achievement for all students.

Section	II.	Background
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On April 18, 1989, eighteen school-aged children from the metropolitan Hartford, Connecticut area, acting through their parents, commenced the civil action *Sheff v. O'Neill* in the Hartford Superior Court against the State of Connecticut. In 1996, the Connecticut Supreme Court rendered a decision in the case and held that the de facto racial, ethnic and economic isolation of schools in Hartford violated Hartford students' State Constitutional rights. Since 2003, the plaintiffs and the state have entered into several sequential stipulated agreements from Phase I through Phase IV, spelling out certain goals for reducing racial and ethnic isolation in Hartford and the steps the state would take to achieve such goals. On January 10, 2020, the Connecticut Superior Court signed the Phase IV Stipulation and Order (Phase IV Stipulation), approving the most recent agreement among the state defendants, the plaintiffs and the City of Hartford as an Order of the Court through June 30, 2022.

As outlined in each of the stipulations and orders, the Open Choice program is among those voluntary interdistrict programs that contribute to the terms of the applicable agreements. This statewide program is intended to reduce racial, ethnic and economic isolation, improve student achievement, and provide parents with a choice of educational programming. The Connecticut State Department of Education (CSDE) seeks to raise awareness about Open Choice in the Sheff Region and increase the scope and level of academic and social supports for participating students, their families and receiving districts to improve educational and social outcomes and increase participation in the program.

Section	III.	Eligibility
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To be eligible for a grant, each applicant must receive Open Choice students and submit an application outlining the strategies and programs that the district will implement to provide academic and social support to the students, along with limiting attrition in the Open Choice program.

Eligibility Requirements for 2020-21:

Although Open Choice is a statewide program, this Academic and Social Support grant is specifically intended to support school districts and families participating in the Open Choice program in the Sheff Region pursuant to the Phase IV Stipulation and the previous stipulations. Only those school districts that participate in the Open Choice Program in the Greater Hartford Region and contribute to the goals of the Phase IV Stipulation are eligible for funding through this grant (See Connecticut General Statutes (C.G.S.) Section 10-266aa(o)).

Districts that do not submit a grant application by the due date or do not offer new Open Choice seats for the 2020-21 school year will not be eligible for funding.

CSDE may schedule site visits whenever deemed necessary.

Section	IV.	Funding
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It is anticipated that there will be approximately \$2.4 million available to fund academic, and social support activities for students. This funding is in addition to, not in place of, the statutorily provided Open Choice enrollment grant currently funded on a tiered basis depending on the district's level of participation in the program. Upon CSDE's approval of the required grant application, grants are awarded on an entitlement basis.

Funding is to be distributed as follows and will be based on 2019-20 Open Choice student enrollments:

- **Per Pupil Award:** Districts receiving Open Choice students and offering new additional Open Choice seats for 2020-21 will receive \$575 per student in Grades PK-5 and \$900 per student in Grades 6-12 based on their certified October 1, 2019, Open Choice enrollment, as filed in the CSDE's Public School Information System (PSIS).
- **Limiting Attrition Award:** Districts receiving Open Choice students will receive \$300 per student in Grades PK-12 based on their October 1, 2019, certified Open Choice enrollment, as filed in PSIS as an additional incentive to address attrition. Attrition remains an ongoing focus of the Open Choice Program. Although this award provides funding for maintaining student enrollments, districts should design programming plans to increase participation and reduce attrition.
- **Targeted Professional Learning:** Successful applicants will receive \$5,000 for professional learning that must be used for school climate and culturally responsive education programming. These funds should be used in concurrence with the district's approved school climate plan or similar plan approved by the district and the Hartford Region Open Choice School Plan. The CSDE strongly encourages districts to participate in professional learning related to culturally responsive teaching that can help with the development of positive relationships with students and families and reduce attrition. The professional learning funds must be used for school climate and culturally responsive education programming as set forth in this grant application and must be clearly articulated on the budget (ED114) and budget narrative. Some programs that may be funded through this grant include, but are not limited to: *ADL Programming; Rachel's Challenge Program; Comprehensive School Climate Inventory; Culturally Proficient Leadership and Instruction Module; Improving School Climate Training; Culturally Responsive Programming; Connecticut Welcoming Schools Initiative; Bully-Proof Your Classroom; and Courageous Conversations.*

**All awards are subject to the availability of sufficient funding**

Section	V.	Allowable Costs
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In order to ensure that students remain in and complete the Open Choice program, the CSDE encourages participating districts to implement strategies that will benefit students in need of academic and/or social support, as well as improving social climate within the schools. When determining how to use these grant funds, districts should consider the academic and social needs of the students in the Open Choice program and the types of supports that will improve and enrich their school experience. Students benefitting from programs or services funded by the grant must include, but are not limited to, students enrolled in the district through the Open Choice program. In order for the proposal to be approved, districts must propose and implement research-based strategies or those with evidence of past success. An area of focus for this 2020-21 grant award is limiting attrition of students enrolled in an Open Choice program. In order to reduce attrition prior to graduation, the CSDE requests that districts focus a portion of the grant funds on programs designed to engage families, keep students in the Open Choice program, and improve the academic work and social experiences of students participating in the program.

Activities that may be funded through this grant include, but are not limited to:

- summer school or other summer programs;
- school climate activities and/or programs;
- professional learning for teachers;
- family engagement activities, including program information and academic development;
- before- and after-school enrichment programs;
- family–school liaison;
- bilingual services for English learners and/or parents;
- supplemental reading and/or mathematics programs; and
- tutorial services.

In order to secure cooperative services, districts that are unable to purchase services within current resources may enter into agreements with other districts. Examples of such services include, but are not limited to, professional development, a support specialist or a combined summer school program.

Allowable costs for this grant, in support of academic, student and social support activities, such as those listed above, include the following:

- staff with benefits;
- staff stipends;
- substitute teachers (if necessary, to provide release time for professional learning);
- instructional supplies and materials, including educational software and technology;
- school climate professional development and services;
- snacks for before- and/or after-school academic and social activities;
- contracts for academic and/or social support services by an outside agency or community partner;
- parent/guardian transportation;
- pupil transportation for activities beyond the school day, not covered by the CREC Open Choice transportation grant; and

- emergency transportation for the student and family, such as illness of the child, required meetings and attendance to student activities.

***Indirect costs are not allowable for this grant.***

Costs for other activities, programs and supports may be approved beyond those listed in this section. If you plan to expend funds on items or services other than those listed above, contact the program manager, Janet Foster, at [janet.foster@ct.gov](mailto:janet.foster@ct.gov), prior to submitting the grant application. Funds must be used to supplement, not supplant, the district’s educational offerings. All budgeted expenses must clearly support the proposed strategies.

Section	VI.	Grant Period
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The CSDE shall award this grant for fiscal year 2020-21 with the anticipation of funding being available for the fiscal year. The CSDE anticipates that the grant period will begin July 1, 2020, and conclude June 30, 2021. The final status report for the 2020-21 grant must be submitted by July 23, 2021.

Grantees should not assume automatic renewal of their grant. Funding is dependent upon available funds, sustaining and/or increasing participation in the Open Choice program, successful site reviews (if applicable), submission of an acceptable and complete final report, and other factors affecting the quality or delivery of services.

Section	VII.	Submission Requirements
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A completed application packet must be e-mailed to Janet Foster at the e-mail address [janet.foster@ct.gov](mailto:janet.foster@ct.gov) later than 3 p.m. on August 21, 2020. The application packet must include: district’s school climate statement and/or policy (if it has changed from 2019-20); cover page; program narrative; ED 114 budget form; budget narrative; Certification that a Current Affirmative Action Plan is on File page; and Standard Statement of Assurances. Facsimile copies of the application will not be accepted.

To request an extension, please contact Janet Foster.

Section	VIII.	Review of Proposals and Grant Awards
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Funds will be awarded to eligible districts subject to availability of such funds, in amounts to be determined as described in Section IV, provided the applicant’s proposal meets the criteria described in this grant application. The CSDE reserves the right to request additional information from applicants prior to making the award, including information about both program and cost effectiveness.

Section	IX.	Freedom of Information Act
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All of the information contained in an application submitted in response to this Request for Applications is subject to the provisions of the Freedom of Information Act (FOI), C.G.S., Section 1-200 et seq. The FOI provides that, except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect such records and receive a copy of such records.

Section	X.	Management Control of the Program and Grant Consultation Role of the CSDE Personnel
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The grantee has complete management control of this grant. While CSDE 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.

Section	XI.	Open Choice Academic, Student and Social Support Grant Timelines
Friday, August 21, 2020		Applications Due
Friday, July 23, 2021		Final Status Report Due

If you have any questions about this grant, please contact Janet Foster.



OPEN CHOICE ACADEMIC, STUDENT AND SOCIAL SUPPORT GRANT  
(SHEFF REGION)

Application Packet

Cover Page

Connecticut State Department of Education  
 Office of Strategic Planning and Partnerships  
 Hartford, Connecticut  
 GRANT APPLICATION FY 2020-21  
 OPEN CHOICE ACADEMIC, STUDENT AND SOCIAL SUPPORT GRANT  
 (SHEFF REGION)

Name of Applicant District	
Town Code	
Contact Person's Name and Title	
Address	
Phone	
E-mail	
Funds Requested	
Number of Resident Students Enrolled in the District	
Number of Hartford Students Enrolled in the District	
Name of Superintendent	

I hereby certify that the information contained in this application is true and accurate to the best of my knowledge and belief.  Superintendent or Designee  Signature:	Date
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## Program Narrative

If you plan to utilize the Open Choice Academic, Student and Support grant for more than one strategy, please replicate this page for each support strategy and include responses to the questions on page 9. *The application must include a strategy for targeted professional learning for school climate and culturally responsive education programming for teachers.*

The CSDE understands that appropriate measures of strategy success and progress will vary across open choice districts.

Strategy: \_\_\_\_\_

Districtwide Strategy

School-based Strategy

### List Schools and Grade Spans

Schools	Grades

Strategy Activity (Please select applicable strategy and provide responses to questions on page 9 along with a copy of this page for each strategy activity)

- Summer School
- Professional Development for Teachers (one strategy must cover targeted professional learning)
- Family Engagement
- Academic Development
- Before and After School Program
- Culturally Responsive Education
- Other: \_\_\_\_\_

## Questions for Inclusion in Program Narrative

For each selected strategy, please respond to the following questions on a separate page(s):

1. Describe the need to be addressed with this funding
  - a. How was the need determined?
  - b. Is there evidence of that need? Please provide details concerning such evidence with associated data.
  - c. Has funding been used for this strategy in prior years? If so, provide evidence of success or progress, with associated data for support.
  - d. If the district employed the strategy in the past but did not experience progress from the strategy, please provide reasons for the lack of progress and the adjustments that will be made for successful implementation.
2. Describe the plan for implementing the strategy, including research-based evidence and other evidence of its effectiveness. Include a detailed timeline for implementation.
3. What is (are) the intended outcomes(s)? Please provide details concerning measurements that will be utilized to assess outcomes.
4. What strategy is being used to increase family engagement for families that live out-of-district?
  - a. Please describe current engagement of families that live out-of-district and remark on the success/progress of this engagement. Has progress been made? If not, why?
  - b. Please provide data and evidence to support the strategy to increase family engagement and increase a sense of community between resident students and out-of-district students and their families.
  - c. Please include anticipated timelines for implementation.
5. If the grant or local funds will be used to provide emergency and other transportation needs for families, please explain the basis for this use of funding and how such an expenditure supports the district's Open Choice initiatives?
6. What strategies will be implemented to prevent attrition and to support Choice students to remain in the program through graduation?
7. How is the funded activity connected to the approved school or district Climate Plan?



GRANTEE NAME:		
GRANT TITLE: Sheff Settlement PROJECT TITLE: Open Choice Academic, Student and Social Support (Sheff Region) CORE-CT CLASSIFICATION: FUND: 11000 SPID: 12457 PROGRAM: 82160 BUDGET REFERENCE: 2021 CHARTFIELD 1: 170101 CHARTFIELD 2:		
GRANT PERIOD: 7/01/20 - 6/30/21 AUTHORIZED AMOUNT: \$		
CODES	DESCRIPTIONS	BUDGET AMOUNT
100	Personal Services/Salaries	
200	Personal Services/Employee Benefits	
300	Purchased Professional and Technical Services	
500	Other Purchased Services	
600	Supplies and Instructional Technology	
800	Other Objects	
	<b>TOTAL</b>	

ORIGINAL  
REQUEST DATE

REVISED  
REQUEST DATE

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

DATE OF  
 APPROVAL

Budget Narrative: Program

CODE	DESCRIPTIONS	AMOUNT
100	PERSONAL SERVICES-SALARIES: Amounts paid to both permanent and temporary grantee employee, including personnel substituting for those in permanent positions. This includes gross salary for personal services rendered while on the payroll of the grantees.	
200	PERSONAL 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 is part of the cost of personal services.	
300	PURCHASED PROFESSIONAL/TECHNICAL SERVICES: Services that 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 services provided. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, accountants, etc.	
500	OTHER PURCHASED SERVICES: Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from professional, technical 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, which includes instructional technology with a value under \$5,000 and a useful life less than five years.	
800	OTHER OBJECTS: Amounts paid for goods and services not otherwise classified above.	
	TOTAL AMOUNT	

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: \_\_\_\_\_

STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF EDUCATION  
STANDARD STATEMENT OF ASSURANCES  
GRANT PROGRAMS

PROJECT TITLE: Open Choice Academic, Student and Social Support Grant  
July 1, 2020 - June 30, 2021

THE APPLICANT: \_\_\_\_\_ HEREBY ASSURES THAT:

\_\_\_\_\_  
(insert Agency/School/CBO Name)

**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 Charter;
  3. "Contractor" and "contractor" include any successors or assigns of the Charter Board;
  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. 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 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 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 the State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- F. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- G. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- H. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;

K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit;

L. REQUIRED LANGUAGE (NON-DISCRIMINATION)

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

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

- 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 C.G.S. § 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, 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, 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 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.

- 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:

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Name: (typed)

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Title: (typed)

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Date:

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