

# CONNECTICUT STATE DEPARTMENT OF EDUCATION

## Office of Strategic Planning and Partnerships



CONNECTICUT STATE  
DEPARTMENT OF EDUCATION

## APPLICATION FOR INTERDISTRICT MAGNET SCHOOL FUNDS

School Year 2022-23

Section 10-264*l* of the Connecticut General Statutes

Form ED614

Applications Due: July 29, 2022

Published: June 2022

**CONNECTICUT STATE DEPARTMENT OF EDUCATION**

**Office of Strategic Planning and Partnerships**

**450 Columbus Boulevard**

**Hartford, CT 06103-1841**

# CONNECTICUT STATE DEPARTMENT OF EDUCATION

Charlene M. Russell -Tucker

Commissioner of Education

## AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

The Department of Administrative Services (DAS) is an affirmative action employer and is committed to the policies and procedures that promote equal employment opportunity. Affirmative Action and Equal Employment Opportunity have been established as immediate and necessary agency objectives. The ultimate purposes of DAS's Affirmative Action Program are to:

- ensure equal opportunity at DAS;
- avoid discrimination – either intentional or inadvertent;
- develop a workforce that is representative of all segments of the state's population; And
- improve the operation of DAS's services.

Select the links below for additional information.

- [Affirmative Action Policy](#)
- [Americans with Disabilities Act Policy](#)
- [Anti-Harassment and Discrimination Policy](#)
- [Discrimination Complaint Process](#)
- [Discrimination Complaint Form](#)

Inquiries regarding the Department of Administration Services should be directed to: Alicia Nunez, EEO contact for SDE at [Alicia.Nunez@ct.gov](mailto:Alicia.Nunez@ct.gov).

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**PURPOSE**

Pursuant to Connecticut General Statutes Section (C.G.S) 10-264I, as amended by No. 21-2 of the Public Acts of the June 2021 Special Session, the Department of Education shall, within available appropriations, establish a grant program to assist local and regional boards of education, regional educational service centers, the Board of Trustees<sup>1</sup> of the Community-Technical Colleges on behalf of Quinebaug Valley Community College and Three Rivers Community College, and cooperative arrangements in assisting the State to meet the stipulation and order for *Milo Sheff, et al. v. William A. O'Neill* or any related stipulation or order in effect, as determined by the Commissioner, to assist the Board of Trustees of the Community-Technical Colleges on behalf of a regional community-technical college, the Board of Trustees of the Connecticut State University System on behalf of a state university, the Board of Trustees of the University of Connecticut on behalf of the University, and the board of governors for an independent institution of higher education. Interdistrict magnet schools are designed to reduce racial, ethnic and economic isolation while offering a special and high quality curriculum where students are enrolled at least half-time. All interdistrict magnet schools shall be operated in conformance with the same laws and regulations applicable to public schools.

**Grant Information**

The Commissioner of Education’s determination of whether an interdistrict magnet school’s application for funding should be approved includes, but is not limited, considerations of the following:

- whether the program offered by the school is likely to increase student achievement;
- whether the program is likely to reduce racial, ethnic and economic isolation;
- the percentage of students enrolled in the program from each participating district; and
- the proposed operating budget and the sources of funding for the interdistrict magnet school.

In compliance with C.G.S. Section 10-264I, applications for interdistrict magnet school program operating grants shall be submitted annually to the Commissioner of Education.

**Grant Period and Payment Dates**

**Grant Period:** July 1, 2022 to June 30, 2023

**Payment Dates:** The application for interdistrict magnet schools funds shall be paid as follows:

Date	Award Percentage	Payment Justification
September 1	70%	70% of FY 22 operating grant payment.
May 1	Approximately 30%	The remaining award will be adjusted to reflect the actual interdistrict magnet school program enrollment as of the preceding October 1 using the Public School Information System (PSIS) data.

<sup>1</sup> The Board of Trustees is now the Board of Regents.

**Interdistrict Magnet Per-Pupil Rates**

The interdistrict magnet per-pupil rates are set forth in C.G.S 10-264/ and the following Interdistrict Magnet Operators are eligible to receive a per-pupil grant award amount for students enrolled in accordance with the standards for operating an interdistrict magnet school program.

**Sheff District Operators:** Bloomfield Public Schools, East Hartford Public Schools and Hartford Public Schools.

**Sheff RESC Operators:** Capital Region Education Council (CREC).

**Sheff College Affiliated Operator:** Goodwin University Educational Services (GUES).

**Non-Sheff District Operators:** Bridgeport Public Schools, Danbury Public Schools, New Haven Public Schools, New London Public Schools, Norwalk Public Schools, Stamford Public Schools, Waterbury Public Schools and Windham Public Schools.

**Non-Sheff RESC Operators:** Cooperative Educational Services (CES), Area Cooperative Educational Services (ACES), LEARN and Eastern Connecticut Regional Educational Service Center (EASTCONN).

<b>FULL-TIME MAGNET(S) PER-PUPIL RATES</b>				
<b>Operator Type</b>	<b>District/RESC/College Affiliated</b>	<b>Enrollment Criteria</b>	<b>Per-Pupil Rate</b>	
			<b>Resident</b>	<b>Non-Resident</b>
<b>Sheff</b>	Bloomfield, East Hartford, Hartford	Enrolls <u>up to</u> 75% from a single district	\$0	\$13,315
	CREC, GUES, Great Path Academy School operated by Hartford	Enrolls up to 75% from a single district; enrolls <u>less than</u> 60% from Hartford	\$10,652	\$10,652
<b>Non-Sheff</b>	Bridgeport, Danbury, New Haven, New London, Norwalk, Stamford, Waterbury, Windham	Enrolls <u>up to</u> 75% from a single district	\$3,060	\$7,227
	CES, ACES, LEARN, EASTCONN	Enrolls <u>less than</u> 55% from a single district	\$8,058	\$8,058
	CES, ACES, LEARN, EASTCONN	Enrolls 55% or <u>more</u> from a single district	\$3,060 largest participating town	\$7,227
<b>HALF-TIME MAGNET(S) PER-PUPIL RATES</b>				
<b>Operator Type</b>	<b>RESC</b>	<b>Enrollment Criteria</b>	<b>Per-Pupil Rate</b>	
			<b>Resident</b>	<b>Non-Resident</b>
<b>Sheff &amp; Non-Sheff</b>	CREC, CES, ACES	Students in a half-time interdistrict magnet program	65% of applicable full-time grant amount	

Source: C.G.S. §10-264/

## **Submission Requirements**

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A completed application packet must be e-mailed to Shola Freeman at [Shola.freeman@ct.gov](mailto:Shola.freeman@ct.gov) by 5 pm **Friday, July 29, 2022**.

**IMPORTANT NOTE:** Revisions to the district/school budgets and narrative will be due in March 2023 and must be completed in the eGrants Management System. The revised aggregate budget will be based on the Public School Information System (PSIS) October 1, 2022 enrollment.

# APPLICATION FOR INTERDISTRICT MAGNET SCHOOL FUNDS

## OFFICE OF STRATEGIC PLANNING AND PARTNERSHIPS

SCHOOL YEAR 2022-23

Form ED614

### Applicant Information

<b>School District/RESC Name:</b>			
<b>Interdistrict Magnet School Name:</b>			
<b>2022-23 Grade Level Range:</b>			
<b>Magnet School Theme:</b>			
<b>School Address:</b>			
<b>City, State, Zip:</b>			
<b>School Hours:</b>		to	
<b>School Type (Full-Time/Half-Time):</b>	<input type="radio"/> Full-Time <input checked="" type="radio"/> Half-Time		
<b>School Building Type:</b>	<input checked="" type="radio"/> Permanent <input type="radio"/> Temporary		
<b>Is the school building owned or leased?</b>	<input checked="" type="radio"/> Leased <input type="radio"/> Owned <input type="radio"/> Other If (other), please explain <input style="width: 200px; height: 20px;" type="text"/>		
<b>School Web Site Address:</b>			
<b>Year school became an Interdistrict Magnet School:</b>			
<b>(PK) Per Pupil Tuition Amount and Rationale:</b> Tuition charge cannot exceed \$4,053 per student	\$		
	If the PK tuition rate is greater than the 2021-22 tuition rate, then provide a detailed rationale for the increase. Include in the rationale, how the district calculated the amount.		
<b>(K-12) Per Pupil Tuition Amount and Rationale:</b>	\$		

<p><b>If the K-12 tuition rate is greater than the 2021-22 tuition rate, then provide a detailed rationale for the increase. Include in the rationale, how the district calculated the amount.</b></p>	
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**School Contact Information**

<b>School Principal/Director Name:</b>			
<b>Office Number:</b>		<b>Ext.</b>	
<b>Mobile Number:</b>			
<b>E-Mail Address:</b>			
<b>Assistant Principal/Director Name:</b>			
<b>Office Number:</b>		<b>Ext.</b>	
<b>Mobile Number:</b>			
<b>E-Mail Address:</b>			
<b>Administrative Assistant Name:</b>			
<b>Office Number:</b>		<b>Ext.</b>	
<b>E-Mail Address:</b>			

**Central Office Contact Information**

<b>School District/RESC Name:</b>			
<b>Superintendent/Executive Director Name:</b>			
<b>Superintendent/Executive Director Office Number:</b>		<b>Ext.</b>	
<b>Street Address:</b>			
<b>City, State, Zip:</b>			
<b>District Web Site Address:</b>			



Provide the contact information of the individual(s) to whom the **Office of Strategic Planning and Partnerships** would direct correspondence.

**Magnet Director/Coordinator Contact Information**

<b>Contact Name:</b>			
<b>Title:</b>			
<b>Office Number:</b>		<b>Ext.</b>	
<b>Mobile Number:</b>			
<b>E-Mail Address:</b>			

**Fiscal Grant Contact Information**

<b>Contact Name 1:</b>			
<b>Title:</b>			
<b>Office Number:</b>		<b>Ext.</b>	
<b>E-Mail Address:</b>			

**Fiscal Contact Information**

<b>Contact Name 2:</b>			
<b>Title:</b>			
<b>Office Number:</b>		<b>Ext.</b>	
<b>E-Mail Address:</b>			

Note: If any of this information changes during the school year, contact **Carla Ghostlaw** at [Carla.Ghostlaw@ct.gov](mailto:Carla.Ghostlaw@ct.gov) with the updated contact information.

**Magnet School Goals that assist the State in meeting stipulation and order for *Milo Sheff, et al. v. William A. O'Neill***

Pursuant to C.G.S. §10-264l, the Commissioner of Education’s determination of whether an interdistrict magnet school’s application for funding should be approved includes various factors articulated in the statute and set forth on page 4 of this application. Please provide a brief summary describing how the interdistrict magnet school meets the following goals from C.G.S. §10-264l:

- Describe how the interdistrict school/program is likely to increase student achievement.  
Click or tap here to enter text.
- Describe how the interdistrict school/program is likely to reduce racial, ethnic and economic isolation.  
Click or tap here to enter text.
- Describe the school’s expected compliance with the statutory residency requirements and how compliance will be achieved?  
Click or tap here to enter text.
- Does the proposed operating budget provide the resources needed to fund the interdistrict magnet school/program for SY 2022-23? What additional funding resources are available, if required, and are those resources available to sustain continued programming at the school?  
Click or tap here to enter text.

**Magnet School Demographics**

<b>Projected Average Classroom/Grade Size:</b>															
<b>Projected Enrollment by Grade:</b>															
PK3	PK4	K	1	2	3	4	5	6	7	8	9	10	11	12	Total

**Magnet School Lottery and Placement Procedures**

<b>Lottery Application Period for SY 2023-24</b>	<b>Start Date</b> Tap Here to <b>End Date</b> Tap Here
<b>Late Lottery Application Period for SY 2023-24 (If applicable)</b>	<b>Start Date</b> Tap Here to <b>End Date</b> Tap Here

**Magnet Out-of-Town Transportation**

Does your school provide transportation to non-resident students?	Yes/No.
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If yes, list all of the towns within your transportation zone.


Add rows if necessary.

If No, describe the process/policy for out of district student transportation, including how students are transported to your school.

Click or tap here to enter text.
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**I hereby certify that the information contained in this application is true and accurate to the best of my knowledge and belief.**

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Print name of Superintendent of Schools, RESC Director, Director Representing a Cooperative Arrangement or Designee

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Signature of Superintendent of Schools, RESC Director, Director Representing a Cooperative Arrangement or Designee

Date \_\_\_\_\_  
Date

## BUDGET AND BUDGET NARRATIVE

Complete the school and district budgets in the eGrants Management System (eGMS) for FY 23.

**IMPORTANT NOTE:** Revisions to the district/school budgets and narrative will be due in March 2023 and must be completed in the eGMS. The revised aggregate award will be based on the PSIS October 1, 2022 enrollment.

eGMS Home Page - <https://connecticut.egrantsmanagement.com/>

### 1. School Budget

The school budget will be prepopulated using the FY 23 operating grant award amount. Enter the budget amount for each object item.

**NOTE:** Each school must submit a budget revision if the final award differs from the FY 23 award amount. The final award amount will be based on the PSIS October 1, 2022 (January 2023 freeze 1). The school budget can be altered, if needed, by your central office administrators.

### 2. School Budget Narrative

Enter a detailed budget description fully justifying the expenditures of the magnet funds allocated.

**IMPORTANT NOTE:** Unallowable costs may not be included in the school budget or budget narrative. **Unallowable Costs include:** International travel; transportation costs of transporting students to and from school.

### 3. District Budget

The eGMS will allow each school's individual budget to populate the district budget. The district budget **must total to the "FY 23 Projected Aggregate Grant Amount"** indicated at eGMS.

**Note:** Line Item 917- Indirect Cost must be calculated in the aggregate.

## ATTACHMENT A:

Complete all applicable tabs in the attached excel workbook.

### 1. 2022-23 Projected Magnet Enrollment by Sending District

Provide current student enrollment projection by sending district and race/ethnicity for school year 2022-23.

### 2. School Enrollment Projections

Complete the five year enrollment projections chart and explain if the school has any planned expansion. Provide the school's total enrollment capacity.

### 3. 2022-23 Sheff Magnet Socioeconomic Diversity Goal (SES)

Provide the incoming class Socioeconomic Status (SES) tier percentage by grade for the school year 2022-23.

**FOR SHEFF MAGNET SCHOOLS ONLY.**

**4. Projected Magnet Tuition Revenue**

If your school charges magnet tuition, provide the projected magnet tuition to be collected for FY 23. List by town/district, the total amount of students and the projected total magnet tuition to be charge to each sending district.

**APPENDIX A:**

**1. Relevant Interdistrict Magnet School Legislation and Policies**

Review the revised interdistrict magnet legislation and CSDE policies.

# AFFIRMATIVE ACTION CERTIFICATE

CONNECTICUT STATE DEPARTMENT OF EDUCATION

## 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:**

**School District Name**, 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:** Interdistrict Magnet Operating Grant

July 1, 2022 – June 30, 2023

**THE APPLICANT:** Enter District Name Here HEREBY ASSURES THAT:

(Insert Agency/School/CBO Name)

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Education may find necessary;
- H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the



applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit;

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

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

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

- 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, 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 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**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: \_\_\_\_\_

