



Contract Number: ELPA21 FY2324-03

Contract Number: 24SDE0008AA

**Agreement for Consultant Services
University of California, Los Angeles (UCLA)
National Center for Research on Evaluation, Standards & Student Testing (CRESST)
English Language Proficiency Assessment for the 21st Century (ELPA21)**

Connecticut Department of Education, herein after referred to as CLIENT, and **The Regents of the University of California**, acting solely through its Los Angeles campus and ELPA21 Program at CRESST/UCLA, hereinafter referred to as CONSULTANT, enter this agreement this 31st of January 2024 and mutually agree as follows:

1. CLIENT requires the services of CONSULTANT(s) in Student Testing and Scoring.
2. The ELPA21 Program has the expertise in test delivery and scoring services and with a focus on student testing for students with significant cognitive disabilities to perform the services specified under this agreement.

Description of Services

Under this agreement, ELPA21 at CRESST will perform the following consulting services for CLIENT:

- a. Student test delivery for the Alternate ELPA field test services for approximately 1,000 students for SY 2023-24.
 - b. Access to the Cambium testing platform for 1,000 students.
 - c. Test administrator training for administrators of the Alternate ELPA.
 - d. Scoring of student assessments for approximately 1,000 students.
3. While performing services hereunder, the CONSULTANT is an independent contractor and not an officer, agent, or employee of CLIENT and he/she will not present himself/herself as an officer, agent, or employee of CLIENT.
4. This Agreement is effective January 31, 2024, and shall continue in effect until terminated on December 31, 2024. The fees in this agreement are estimated to be \$108,900 for services as outlined above. The fee shall be paid by CLIENT.
5. CONSULTANT will provide CLIENT with an invoice for services performed and payment will be based on days of service actually performed. Invoices will be issued on or around June 30. All invoices to CLIENT shall be emailed to sde.ap@ct.gov.
6. CLIENT will be billed in the following manner:

Payment Schedule:

1st Invoice: Upon execution \$108.90 per student tested

7. Payment will be made to the **UC Regents** upon receipt of an invoice. CONSULTANT accepts payments by EFT or check.
8. Cancellation Policy: CLIENT must notify the CONSULTANT at least 48 hours in advance of canceling a service. A fee of 50% of the contracted amount will be charged to CLIENT if the service is cancelled within less than 48 hours.
9. The Regents of the University of California's Federal Taxpayer Identification Number is 95-6006143.

Connecticut required provisions:

10. The CONSULTANT agrees that it will use confidential student information provided to it and its employees solely for the purpose of fulfilling its obligations pursuant to this Agreement. The CONSULTANT shall comply with the provisions of Family Education Rights and Protection Act, 20 U.S.C. Section 1232g (FERPA). For the purposes of this Agreement, FERPA includes any amendments or relevant provisions of the law and regulations. Nothing in this Agreement shall be construed to allow either party to maintain use, disclose or share student information in a manner inconsistent with federal laws and regulations.
11. The CONSULTANT agrees that the sole and exclusive means for the presentation of any claim against the state arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and CONSULTANT further agrees not to initiate legal proceedings in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
12. Amendments: Revisions to this Agreement's objectives, services, or plan must be approved in writing by both parties and, if applicable, approved by the Office of the Attorney General. A formal amendment, in writing, shall not be effective until executed by both parties to the Agreement and shall be required for extensions to the final date of the agreement period, revisions to the maximum payment, and any other revision determined material by either party.
13. Severability: If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.
14. Large State Contract Representation for Contractor:
Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the CONSULTANT, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the CONSULTANT, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the CONSULTANT or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - b. That no such principals and key personnel of the CONSULTANT, or agent of the CONSULTANT or of such principals and key personnel, knows of any action by the CONSULTANT to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the CONSULTANT to provide a gift to any such public official or State employee; and
 - c. That the CONSULTANT is submitting bids or proposals without fraud or collusion with any person.
15. Large State Contract Representation for Official or Employee of State Agency.
Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
16. Iran Investment Energy Certification.
 - a. Pursuant to section 4-252a of the Connecticut General Statutes, the CONSULTANT certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
 - b. If the CONSULTANT makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the CONSULTANT shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the CONSULTANT is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.
17. Sovereign Immunity: The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise, or waiver by the States of Connecticut

and California any rights or defenses of any immunities provided by federal law or the laws of the States of Connecticut and California to the States or any of its officers and employees, which they may have had, now have, or will have with respect to all matters arising out of this Agreement. To the extent that this Section conflicts with any other section, this Section shall govern.

18. Entire Agreement: This written Agreement shall constitute the entire Agreement between the parties and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the CSBE. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and, if applicable, approved by the Office of the Attorney General.
19. Statutory Authority: The statutory authority for the CSBE to enter into this Agreement is Connecticut General Statutes (CGS) Sections 4-5, 4-8, 10-14n, 10-14q, and 20 USC Section 1400 et seq. The statutory authority for the Consultant to enter in this Agreement is described under [UCLA Delegation of Authority 155.50: Execution of Agreements.](#)
20. Consulting Agreement Representation.
Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the CONSULTANT represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the CONSULTANT has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

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Consultant's Name and Title

N/A

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____
Name of Former State Agency Termination Date of Employment

21. Client (Point of Contact):

Abe Krisst
Connecticut State Department of Education
450 Columbus Blvd.
Hartford, CT, 06103
Abe.Krisst@ct.gov
(860) 713-6894

Provider (Point of Contact):

The Regents of the University of California UCLA
Cathryn Still, Executive Director, ELPA21
UCLA Ed&IS-CRESST
300 GSEIS Bldg. Charles E. Young Dr. No.
Los Angeles, CA 90095-1522
Still@cresst.org
(310) 625-8686

(Signature block on next page)

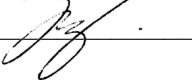


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UCLA Ed&IS-CRESST

Authorized Official and Title: Prof. Li Cai, CRESST Director

Authorization Signature:  Date: 2/2/24

Connecticut State Department of Education

Authorized Official Name and Title: Charles Hewes, Deputy Commissioner

Authorization Signature:  Date: 2/2/24