

**AGREEMENT**  
**BETWEEN**  
**NAUGATUCK VALLEY COMMUNITY COLLEGE**  
**AND**  
**CITY OF WATERBURY**

This Agreement (“Contract”) is by and between The City of Waterbury, with an office at 236 Grand Street, Waterbury, Connecticut 06702 (hereinafter “City” or “Local Education Agency”, “District” or “LEA” or “Contractor”), and Naugatuck Valley Community College, a constituent unit of the Connecticut State Colleges and Universities, located at 750 Chase Parkway, Waterbury, Connecticut 06708 (hereinafter “NVCC” or “College” or “Client”).

WHEREAS, On or about July 2023, it is anticipated that the Community colleges in the System will merge into a single multi-campus college to be known as Connecticut State Community College (hereinafter “CT State”). The System supports the following seventeen colleges and universities (the “Institutions”).

Collectively, the Universities and CT State maintain distinct mission statements to serve their constituents while working to achieve a system-wide vision and mission. The current CT State and University enrollment exceed 90,000 students. The institutions are located throughout the State of Connecticut and are as follows:

- Central Connecticut State University
- Eastern Connecticut State University
- Southern Connecticut State University
- Western Connecticut State University
- Charter Oak State College
- Asnuntuck Community College
- Capital Community College
- Gateway Community College
- Housatonic Community College
- Manchester Community College
- Middlesex Community College
- Naugatuck Valley Community College
- Northwestern CT Community College
- Norwalk Community College
- Quinebaug Valley Community College
- Three Rivers Community College
- Tunxis Community College

## SECTION I - PURPOSE

Connecticut State Colleges and Universities (CSCU) has been awarded funding for a seven-year Gaining Early Awareness and Readiness for Undergraduate Programs (“GEAR UP” or “GU”) grant from the United States Department of Education (“USDOE”), entitled “GEAR UP CT.” The grant was awarded under CFDA # 84.334 and Award # P334S190008.

This Program shall provide knowledge of postsecondary education options, preparation, and financing to high poverty students and their families in select schools. CSCU has partnered with NVCC to manage this Program in Waterbury, entitled (“GEAR UP CT - Waterbury” or “GU Program” or “Program”). The local cohort of students selected for this project began in Grade 7 during 2019-2020. The Program will follow this cohort for seven (7) years, through completion of high school (Class of 2025) and their first year in college (2026).

### The goals of the GU Program are to:

1. Increase student and family knowledge of postsecondary education options, preparation and financing.
2. Increase student academic performance and preparation for postsecondary education, and
3. Increase the rate of high school graduation and enrollment in postsecondary education among students in the targeted schools.

## SECTION II – DEFINITIONS

- A. GEAR UP CT is the name of the grant and is managed and coordinated by the Board of Regents for Higher Education. CSCU has partnered with NVCC, a Connecticut Institution of Higher Education (“IHE”) to implement and oversee the Gear UP Program in the identified School.
- B. Local Education Agency (“LEA”) is Waterbury School District.
- C. GEAR UP CT Waterbury Program (“Program”/ “Local Program”) is managed and coordinated by NVCC. Waterbury School District is a member of the Local Program.
- D. Local Program Coordinator is hired by NVCC and shall manage the implementation of the Program and shall serve as the program’s primary contact.
- E. Local Cohort (“Cohort”) is the group of students that began the Grade 7 during the academic year 2019-2020 and will be followed through high school in academic years 2021-2026 through their first year of the postsecondary academic year 2025-2026. **Services will end on August 23, 2026.**

## SECTION III – DESCRIPTION OF SERVICES

- A. This Agreement formalizes the partnership between NVCC and LEA, to create the Program to provide, develop, organize, administer and evaluate services to students, families, teachers and schools. In support of the goal of this Program, the Program shall provide the deliverables found in this Agreement.
- B. NVCC Responsibilities

NVCC shall develop, organize, provide, administer, and evaluate services to students, families, teachers, and schools through the following tasks:

1. NVCC shall designate a Local Program Coordinator to manage the development and implementation of the Program. The Local Program Coordinator shall:
  - i. Manage the implementation of the service delivery plan of their local GEAR UP Program.
  - ii. Supervise liaisons at the high school(s) ("Site Coordinator") and other staff, as applicable.
  - iii. Develop site coordinator(s) expectations in accordance with the expected outcomes and objectives.
  - iv. Provide the coordination of efforts between multiple sites/schools.
  - v. Manage data collection and analysis efforts and maintain records on Program participants.
  - vi. Oversee expenses incurred are allowable, necessary and reasonable.
  - vii. Develop and submit state and local reports, including fiscal and quarterly reports as identified by the GU Statewide Program Director.
  - viii. Work with the GU Statewide Program Director to share information across program sites in Connecticut.
  - ix. Respond to information and other requests from the GU Statewide Program Director and/or system office or USDOE.
  - x. Participate in state and/or national meetings to ensure coordination, continual learning, dissemination of promising and effective practices, and professional development.
  - xi. Serve as the local contact for the GU Statewide Program Director.
2. NVCC shall manage and supervise the Program with partner district personnel that shall include, but not limited to Site Coordinators, administrative/supervisors, district teachers, education aids, teacher advisors, tutors and mentors.
3. NVCC will ensure that all GEAR UP students are registered in a non-credit bearing GEAR UP Program in Blackboard (if applicable), which is an administrative software application developed specifically for higher education institutions which maintains student, faculty, course, alumni, financial, financial aid and personnel data for regular school year and summer program participants and/or oversee any other systems, such as: Standardized Collection and Reporting of Information Benefiting Education ("SCRIBE"), a software developed by Xcalibur used to track student participants that will provide valid data for reporting (any other system must comply with all USDOE requirements and provide the same data required and compiled through PowerSchool).
4. NVCC shall recruit and/or assist in recruiting students.
5. NVCC shall maintain a system for student tracking and monitoring developed in collaboration with the GU Statewide Program Director and the other CSCU GEAR UP institutions.
6. NVCC shall facilitate any other agreements to support the delivery of GEAR UP-related services. All agreements must be reviewed with the GU Statewide Program Director for compliance and alignment of grant goal objectives, by
7. The LEA partner and NVCC Local Program Coordinator will work to administer and/or oversee the administration of appropriate student assessments if applicable or required. All information must be uploaded to the GU CT statewide data management system, SCRIBE developed by Xcalibur, for proper record keeping.
8. NVCC shall participate in State/National meetings to support professional development, information sharing and cross-alliance coordination and ensure that other appropriate staff attend as well.
9. NVCC will ensure that the following language is added to all public documentation or advertising on behalf of the GEAR UP Program (including, but not limited to job postings, bid documents, marketing materials, flyers, brochures, programs, videos, documentaries, TV and radio ads, etc.):

*“This program (or event) is funded (in whole or in part) by a \$25.8 million Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) grant as implemented by the United States Department of Education.”*

10. NVCC shall track all federal and non-federal/matching dollars in accordance with USDOE requirements and the Grant Award Budget and report said match in accordance with same.
11. NVCC will submit all requests for changes to the program plan to the GU Statewide Program Director for approval. The GU Statewide Program Director shall request approval from USDOE when applicable.
12. NVCC shall communicate to the GU Statewide Program Director in writing for review, discussion and approval prior to making any modifications or changes to personnel and the programming. The GU Statewide Program Director shall work with the strategic partnership to implement approved changes or modification to ensure alignment with the grant objectives, goals and outcomes.
13. Activities to be conducted by NVCC under the leadership of the Local Program Coordinator are delineated in this Agreement. Activities shall include, but are not limited to the following:
  - a. Academic Achievement: The Waterbury GEAR UP Program will offer after-school tutoring that incorporates a schema-based strategy to help students with Math word problems, an area in which Waterbury students have historically struggled.
  - b. Parental Awareness and Engagement: Promotion of knowledge to parents in postsecondary education options, preparation, and finance. Specific areas of emphasis include:
    - i. **College Awareness**: Initiatives shall include publications, workshops and meetings to inform parents/families of the benefits and opportunities available to attain a college education, resources to pay for college, the importance of a rigorous course of study, test scores and top grades, the skills and knowledge required for college success, and the supportive role parents and guardians can provide their child to achieve their potential.
    - ii. **College Planning and Financing**: Staff shall conduct Saturday and evening seminars with parents/families on topics such as: “becoming investors instead of consumers;” accumulation of debt; federal and state laws regarding student loans; and how to calculate interest and applying for financial aid.
    - iii. **Student Academic Progress**: Staff shall provide workshops and presentations to parents/families that explain the meaning of students’ performance on assessment and diagnostic tests. Parents/families will learn how to monitor students’ performance and how to advocate their best interests.
  - c. Transition to college: NVCC shall coordinate to have all GEAR UP students visit institutions of higher education to orient students physically, socially and culturally to a college campus and as a motivation to pursue higher education. NVCC will also engage faculty guest speakers.
  - d. Summer Program: Content-based and/or career readiness coursework shall be embedded in any summer programming, if applicable. **NVCC shall notify the Statewide Program Director of its summer plans ninety (90) days in advance, as well as the rationale for such programming, cost, and how plans incorporate lessons learned from prior years; and**

- e. Mentoring/tutoring: Group and individual sessions focused on academics, critical thinking, test-taking strategies, and study skills, peer tutors and adult mentors to work with students holistically and/or one-on-one.
14. The 21<sup>st</sup> Century Scholarship Certificate. As a requirement of this grant, all GEAR UP students must receive a one-time certificate. The NVCC Local Program Coordinator shall distribute this certificate to each GEAR UP student and retain a copy in local files and enter same into SCRIBE. Funding to host an event to distribute the certificates to students is an allowable cost under this grant.
15. Scholarships. In addition to any scholarships that might be available for Connecticut GEAR UP students as residents of the State of Connecticut or the cities within which their institution resides. Local program staff must provide information to all participants about their eligibility for federal scholarships upon entry into the Program. A plan for the GU CT is being developed by the CT statewide team for dissemination to be shared with students and families to provide consistent, and clear information. NVCC will also provide information on other CT-specific scholarships, as applicable. CSCU shall establish and maintain the federal GEAR UP CT scholarship trust fund and the Office of Higher education shall administer the scholarship to eligible students.

C. LEA Responsibilities

1. The LEA shall assist NVCC with the deliverables found in this Agreement. The District shall not be financially compensated for their services and agree that their services shall be tracked as non-federal match in support of the GEAR UP Program. The LEA shall;
- a. Cooperate with Local Program Coordinator to implement support services as listed above;
  - b. Provide access to documents and records such as assessment, test scores, Individual Education Programs (“IEP’s”), Student Success Plans (“SSP’s”) and other educational records as needed and requested by the Local Program Coordinator in order to better evaluate the effectiveness of the Program or to provide specific assistance to specific students, and
  - c. Provide access to all student level data required for state and federal monitoring. Collaboration between the Local Program Coordinator and Waterbury Public School District contact for reporting of information is dependent on parent/guardian consents received. Student demographics will be uploaded into a tracking database provided by CSCU such as SCRIBE. Written consent from the parent or guardian of the student must be obtained in order for this information to be released to the GU Program and entered into SCRIBE. The following list is what is required for each student to participate in the GEAR UP Program in Grade 9-Grade 12 to receive free services and meet compliance with the USDOE for this federal grant.

<b>Item(s) to be released to GEAR UP</b>
Student Name (First, Last, MI)
SASID (State Assigned Student ID)

Address
Date of Birth
School Name
Grade Level
Course Level
Gender
Ethnicity/Race
ILP (if applicable)
ESL/Limited English Proficiency (if applicable)
Homeless (if applicable)
Foster Care (if applicable)
Free & Reduced Lunch (if applicable)
Entry/Exit Date into District
Standardized Test Scores/PSAT/SAT

- d. Provide access to relevant meetings and information from those in leadership within Waterbury Public School District, particularly those involved in the alignment of Math, Science and English language arts curriculum with college admissions expectations and the level of the 1<sup>st</sup> year college curriculum.
  
- e. In addition to general student data, GEAR UP activity data will be tracked for participants in the program via Microsoft Excel and transferred to the Xcalibur SCRIBE Data Management System for hours that students spend in the following activities that align with the grant objectives as outlined below:
  - i. Tutoring – academic.
  - ii. Summer Program/Summer Remedial Services.
  - iii. Rigorous Courses (AP, Honors, UConn FCE).
  - iv. Social-Emotional Supports.
  - v. Teachers/Counselors receive Professional Development related to college/career readiness.
  - vi. PSAT/SAT Prep Programs.
  - vii. STEM work-based learning to enable students to apply academic lessons in the “real world” and return to school with a greater appreciation for – and commitment to – STEM learning.
  - viii. Completion of Free Application for Federal Student Aid (“FAFSA”);
  - ix. Family engagement/participation in services.
  - x. College Visits.
  - xi. First-Year Experience (FYE) Courses and/or bridge program, and
  - xii. Dual Enrollment Program/Course.
  
- f. Access to school specific data regarding truancy, course completion and participation, standardized testing, earned course credits, and graduations rates including the following:

- i. Students enrolled in advanced math, science, and English courses.
- ii. Student completion rate for Pre-Algebra, Algebra I, Geometry, Algebra II, Trigonometry, Pre-Calculus, Calculus, Biology, Chemistry, Physics, and Advanced Placement courses.
- iii. Grade level performance/proficiency
- iv. Final Grades for courses.
- v. Unexcused absences.
- vi. PSAT/SAT/ACT test results.
- vii. Graduation rates.
- viii. Scholarships Awarded.
- ix. Postsecondary Enrollment.

D. Deliverables:

1. Submit all deliverables and reports to the Local Program Coordinator in accordance with the following:
  - a. Cohort student information rosters submitted by October and July of every school year within the term of this Agreement.
  - b. Aggregate Control Group data submitted by October and July of every school year within the term of this Agreement.
  - c. Individualized Cohort Student Standardized test results (CMT, CAPT, PSAT, SAT, ACT) submitted by July of every school year within the term of this Agreement.
  - d. Course completion rates submitted by June of every school year within the term of this Agreement.
  - e. Final grades of control group data submitted by July of every school year within the term of this Agreement.
  - f. Truancy data submitted by July of every school year within the term of this Agreement.
  - g. Scholarship/Award information submitted by June of cohort senior year in high school, and
  - h. Postsecondary enrollment information of cohort senior year in high school by June 30, 2025.

E. Surveys and Reporting:

LEA shall submit all deliverables and reports to the Local Program Coordinator in accordance with the following:

1. LEA shall work with the Local Program Coordinator and provide assistance with distribution of, and collection of GEAR UP student, parent and school surveys. The USDOE requires an eighty percent (80%) response rate from students and minimally a fifty percent (50%) response rate from parents/guardians. The Local Program Coordinator, with support from the LEA, shall make every reasonable effort to meet this requirement.
2. LEA shall make space available and access to technology such as printers, as needed/designated, at the following locations for GEAR UP staff and related activities. Changes to the specific requirements listed below shall be made in writing by mutual agreement by the parties. Facilities that shall be needed are:
  - i. Crosby High School.
  - ii. Enlightenment School.
  - iii. Kennedy High School.

- iv. State Street School.
  - v. Waterbury Arts Magnet School.
  - vi. Waterbury Career Academy High School.
  - vii. Wilby High School, and
  - viii. Occasionally, additional spaces shall be needed such as the gymnasium, library, computer lab, auditorium, and shall be coordinated with the building administrator.
3. LEA shall provide personnel as follows to collaborate with the Local Program Coordinator:
- i. A liaison from the City's Department of Education central office administration to act as the main point of contact for the Local Program coordinator on the GEAR UP Program.
  - ii. Provide after school bussing, beginning September 2022, for students in the Local Cohort at each comprehensive high school as part of the activity bus after school program; and
  - iii. Provide breakfast and lunch for students participating in the GEAR UP Summer Program when summer programs are hosted at comprehensive schools.

#### **SECTION IV –MATCH and COST SHARING:**

Services provided by LEA in support of the GEAR UP program shall, when applicable, be tracked as a non-federal match. The parties each also agree to reimburse the other for certain services provided to students. There shall be no monetary payment made under this Agreement by LEA

- A. LEA shall provide non-federal match services at a maximum value of one million, six hundred ninety-nine thousand, two hundred and fifty dollars (\$1,699,250.00) annually during the term of this Agreement. This match funding is made up of facilities usage, supplies, contractual, and fringe. **Each year the committed match will be updated by the GU CT grant based on USDOE grant requirements.**

The School District's operating costs are supported in part by Educational Cost Share for each student "ECS". This revenue source is provided to LEA by the State of Connecticut to fund public kindergarten through 12<sup>th</sup> grade education. The following is a list of potential items that can contribute to the Waterbury Public School District match requirement, but not limited to, as long as they are directly related to GEAR-UP activities:

1. Facilities and equipment usage.
2. Administrators time during regular school hours.
3. Teachers time ONLY IF they are being paid by the school district to conduct activities outside their normal duties that are specifically related to the GEAR UP program, and
4. GEAR UP activities that occur at the local cohort institutions after normal school hours that are funded with non-federal dollars can also be counted and tracked towards match.

Waterbury School District shall provide non-federal match towards the GEAR UP Program from their ECS funding annually in the amount of one million, six hundred, ninety-nine thousand, two hundred and fifty dollars (\$1,699,250.00), during the term of this Agreement. **Refer to the Approved Year 4 Spending Plan for match details. Each year a new spending plan will be developed by GU CT that will include direct programming costs and committed match for partners. \*Final approval of partner spending plans will be contingent on the final**

approval of the USDOE in August. Once the final approval has been obtained by GU CT, a final approved spending plan will be provided to the partners.

GEAR UP activities occur within Waterbury School District after normal school hours that are funded with non-federal dollars can also be counted and tracked towards match.

Expenditures claimed as matching funds must conform to the requirements of Title 34 Part 74 Section 23, "Cost Sharing or Matching" of the Code of Federal Regulations. Education Department General Administrative Regulations (EDGAR).

LEA shall assist the Local Program Coordinator with tracking and reporting of the match details by providing needed information such as salary and fringe information for district employees.

**SECTION V – CONTRACT PERIOD**

A. Term of Agreement:

F. The term of this *Agreement shall be from August 23, 2022 through August 22, 2026* contingent upon continued grant funding from the USDOE under CfDA # 84.334 and Award # P334S190008.

B. Cancellation of Agreement:

This Agreement shall remain in full force and effect for the entire term of the Agreement period stated above unless cancelled by either party, by giving thirty (30) days' written notice, delivered personally or by certified or registered mail to the following addresses:

1. For Naugatuck Valley Community College, send or deliver notice to:

**Lisa Dresdner, CEO**  
Naugatuck Valley Community College  
750 Chase Parkway  
Waterbury, CT 06708

2. For the Waterbury Public School District, send or deliver notice to:

**Dr. Verna Ruffin, Superintendent of Schools**  
Waterbury Public School District  
236 Grant Street  
Waterbury, CT 06702

## **SECTION VI – OTHER TERMS AND CONDITIONS**

### 1. Statutory Authority:

Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and /or 10a-151b provides NVCC with the authority to enter into contracts in the pursuit of its mission.

### 2. Professional Standards:

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to NVCC in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said NVCC, such services as NVCC requests, provided in this contract.

### 3. Federal and State statutes and regulations:

In performing services pursuant to this contract, Contractor, its employees and representatives shall at all times comply with all applicable federal and state statutes, regulations and laws, including, but not limited to, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act (“FERPA”) and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

### 4. Claims Against the State:

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

### 5. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

#### 6. Sovereign Immunity:

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State 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 Contract. To the extent that this section conflicts with any other section, this section shall govern.

#### 7. Indemnification and Insurance:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts of the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to NVCC prior to the effective date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to NVCC. Contractor shall provide an annual electronic update of the three (3) documents to NVCC on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- (e) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.
- (f) NVCC shall provide proof of insurance as reasonably requested by the Contractor

## 8. Termination:

- (a) Notwithstanding any provisions in this contract, NVCC, through a duly authorized employee, may terminate the contract whenever NVCC makes a written determination that such termination is in the best interests of the State. NVCC shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, NVCC, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
  - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which NVCC sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty-four (24) hours' prior written notice. If NVCC believes that the Contractor has not performed according to the contract, NVCC may withhold payment in whole or in part pending resolution of the performance issue, provided that NVCC notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) NVCC shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to NVCC for purposes of correspondence, or by hand delivery. Upon receiving the notice from NVCC, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to NVCC all records. The records are deemed to be the property of NVCC and the Contractor shall deliver them to NVCC no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from CSCU for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from NVCC, the Contractor shall cease operations as NVCC directs in the notice, and take all actions that are necessary or appropriate, or that NVCC may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which NVCC directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) NVCC shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by NVCC in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and NVCC is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by NVCC, the Contractor shall assign to NVCC, or any replacement Contractor which NVCC designates, all subcontracts, purchase orders and other commitments, deliver to NVCC all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's

- property, equipment, waste material and rubbish related to its performance, all as NVCC may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, NVCC may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
  - (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
  - (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by NVCC.

#### 9. 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 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 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) (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 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-68c, 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.
- (c) 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.

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

10. Executive Orders and Other Enactments:

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

11. Family Educational Rights and Privacy Act (FERPA):

In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant

provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

12. Campaign Contribution restrictions:

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

This notice is provided under the authority of Connecticut General Statutes §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the

state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### **DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### **PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties: Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties: Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### **CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

### **DEFINITIONS**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations

duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

13. 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 Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor 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; That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and That the Contractor is submitting bids or proposals without fraud or collusion with any person.

14. Large State Contract Representation for Official or Employee of the CSCU:

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 most qualified or highest ranked 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.

15. Consulting Agreements Representation:

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor 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 Contractor 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



Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor 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.

#### 18. Disclosure of Records:

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

#### 19. Audit Requirements for State and Federal Grants:

(a). For State – Funded Grant Contracts where the Contractor has or will receive \$100,000 or more in any State grants(s) during the Contractor's fiscal year. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to NVCC for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

(b). Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide NVCC with copies of all independent auditors' reports which cover the period of performance of this Contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, NVCC, or the General Accounting Office (GAO) during normal business hours.

20. Confidential Information:

- (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.
- (b) For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

21. FORCE MAJEURE:

Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence ("Force Majeure"). Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, war, embargo, pandemics, epidemics, public health events of international concern ("PHEIC"), supply chain delays from countries or regions effected by PHEIC, governmental actions or orders (e.g., quarantine restrictions, travel restrictions, limitations on public gatherings, etc.), strikes, boycott, lockout, accident, explosion, riot, insurrection, terrorist act, Act of God, acts of governmental authority, or unusually severe weather.

In the case of a Force Majeure event, either party may provide written notice to delay performance under this Section for thirty (30) days. At its option, upon written notice, NVCC may terminate any Services that are delayed more than thirty (30) days by a Force Majeure event. In such a situation, NVCC shall be reimbursed for any Services paid for but not performed within fourteen (14) days of such good-faith termination notice.

22. Quality Surveillance, Examination of Records and Inspection of Work:

Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and NVCC at reasonable times.

23. Assignment:

This contract shall not be assigned by either party without the express prior written consent of the other.

24. Contractor's Standards of Conduct:

- (a) In order to insure the orderly and efficient performance of duties and services at NVCC and to protect the health, safety and welfare of all members of College/University community the Contractor agrees that the following items are strictly prohibited while performing services under

this Agreement:

- i. Use or possession of drugs or alcohol;
  - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
  - iii. Smoking in buildings;
  - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
  - v. Violation of applicable traffic or public safety regulations or of College/University rules and procedures;
  - vi. Unauthorized use of College/University vehicles, equipment or property;
  - vii. Use of University telephones for personal business;
  - viii. Removal or theft of University property;
  - ix. Unauthorized duplication or possession of University keys;
  - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
  - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
  - xii. Interference with the work of other employees;
  - xiii. Work attire other than the specified uniform; and
  - xiv. Loud, vulgar behavior or the use of profanity.
- (b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 19 (a) above. NVCC may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by NVCC from time to time, as required, to protect the health, safety and welfare of the NVCC community. Upon request of NVCC, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

25. References to Statutes, Public Acts, Regulations, Codes and Executive Orders:

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

26. Entire Agreement:

This written contract, including Exhibit A, 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 CSCU. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General, if required.

27. City Required Provisions:

City of Waterbury's Ethics Code Ordinance. The Signatories to this Contract hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest.

Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)

- No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). The Signatories to this Contract hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

Termination for Non-Appropriation or Lack of Funding. NVCC acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. NVCC therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

- **Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to NVCC.
- **Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay NVCC for the agreed to level of the products, services and functions to be provided by NVCC under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to NVCC, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.
- **No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate

NVCC for any lost or expected future profits.

(Signature page to follow)

**ACCEPTANCES AND APPROVALS**

**By the Contractor (Documentation granting authorization to sign must be attached).**

**Waterbury Public Schools**

Contractor (Corporate/Legal Name of Contractor)

DocuSigned by:  
*Verna Ruffin*

11/4/2022

33D004503CA3408  
Signature (Authorized Official)

Date

Verna Ruffin

Superintendent

(Typed/Printed Name and Title of Authorized Official)

*Neil M. O'Leary*  
Signature (Authorized Official)

*11/29/22*  
Date

Neil M. O'Leary, Mayor, City of Waterbury

(Typed/Printed Name and Title of Authorized Official)

**Connecticut State Colleges and Universities**

**Statutory Authority C.G.S. 4a-52a, 10a-151b**

**Naugatuck Valley Community College**

Contracting Agency Name

DocuSigned by:  
*Lisa Dresdner*

*Lisa Dresdner*

10/28/2022

C387D1E086934D6  
Signature (Authorized Official)

Date

(Typed/Printed Name and Title of Authorized Official)

Lisa Dresdner

CEO

*Ann J. ...*  
APPROVED AS TO FORM  
CORPORATION COUNSEL