I. Call to Order
II. Roll Call
III. Opening Statement
IV. Recognition of Class of 2017 Fox Scholars
   • Nadia Abdualmunem – HPHS Academy of Nursing & Health Sciences
   • Erna Alic – Sport & Medical Sciences Academy
   • Eric Bueno – HPHS Academy of Engineering & Green Technology
   • Joanna Echtenkamp – Classical Magnet School
   • Kokoe Folly-Kakabi – HPHS Academy of Nursing & Health Sciences
   • Nicholas Furlow – Pathways Academy of Technology & Design
   • Jadae Harris – Great Path Academy
   • Giovanni Jones – Global Communications Academy
   • Jeffrey Narcisse – Sport & Medical Sciences Academy
   • Cristian Osorio – Great Path Academy
   • Shyheim Russell – Achievement First
   • Tiphani Swaby – Achievement First
V. Dialogue Session
1. Parent and Student Comment
2. Public Comment
VI. Reports
1. Report of the Chair
2. Report of the Superintendent
3. Committee Reports
   o Parent & Community Engagement Committee
   o Policy Committee
   o School Choice & Facilities Committee
VII. Business Agenda

A. Items in Order of Importance

1. Management Continuation Approval: Great Path Academy (Supt et al.)

   Continuation of management agreement between The Board of Regents for Higher Education on behalf of Manchester Community College and Hartford Public Schools for the 2017-2018 school year.

   That the Hartford Board of Education authorizes the Superintendent to extend the management contract with the Board of Regents through the 2017-18 school year.

2. Contract Continuation Approval: PowerSchool Group $283,509 (Supt et al.)

   PowerSchool Group LLC provides the district with PowerSchool, a student information system which collects, stores and analyzes student level data, and is used to complete various state and federally mandated reports. It includes enterprise infrastructure monitoring, technical support and service, as well as access to professional learning for staff members.

   This contract continuation is expanded to include tools for building systemic district-wide assessments aligned with Smarter Balanced and provides schools with detailed analytics based on these assessments to guide instructional improvements. The expansion replaces systems that are staged for phase cut.

   That the Hartford Board of Education authorizes the Superintendent to execute the contract with PowerSchool Group for the term delineated in the contract, at a cost not to exceed $283,509 ending June 30, 2018.

3. Approval of Program Enhancement Project (PEP) Grant 40,000 (Supt et al.)

   The Hartford Public Schools Adult Education Center has submitted a proposal to the Connecticut State Dept. of Education captioned “Vocations Exploration Institute” to receive a federal Program Enhancement Project grant in the amount of $40,000. The grant proposal requires the approval of the Board of Education.

   That the Hartford Board of Education authorizes the Superintendent to accept the Program Enhancement Project Grant in the amount of $40,000.

4. First Reading: Suicide and Intervention Policy (Policy Committee)

   That the Hartford Board of Education accepts the first reading of the Suicide Prevention and Intervention policy.
B. Consent Agenda

5. Reauthorization of Healthy Food Certification Statement

The Hartford Board of Education reauthorizes the Healthy Foods and Beverages in Hartford Public Schools Policy and submits the Healthy Food Certification Statement for 2017-2018 stating "will meet said standards during the period of July 1, 2017 – June 30, 2018".

6. Approval of the Board of Education Meeting Schedule for 2017-18 School Year (The Board)

The Hartford Board of Education approves the Board of Education Meeting Schedule for the 2017-18 School Year.

C. Executive Session (Potential Litigation)

VIII. Adjournment
"This page [is] intentionally left blank."
AGENDA

ITEM # 1

NEW BUSINESS

MANAGEMENT CONTINUATION APPROVAL:  MAY 16, 2017
MANCHESTER COMMUNITY COLLEGE
BOARD OF REGENTS FOR HIGHER EDUCATION
DR. TORRES-RODRIGUEZ
MR. SWAN

BACKGROUND

Continuation of contract agreement between The Board of Regents for Higher Education on behalf of Manchester Community College and Hartford Public Schools for the 2017-2018 school year.

RECOMMENDATION

That the Hartford Board of Education approves and accepts the Management Agreement as negotiated by the Superintendent and Manchester Community College.
1. Context/Overview

Manchester Community College ("College" or "MCC") is the sponsor of Great Path Academy ("CPA"), a Middle College High School. GPA is designated as an inter-district magnet high school established under Connecticut General Statutes ("C.G.S.") 10-2641. The Board of Regents for Higher Education (or "BOR") has overall responsibility for GPA as an inter-district magnet school, in accordance with requirements of the Connecticut State Department of Education ("SDE") and laws and regulations applicable to inter-district magnet schools. The BOR has delegated this authority to MCC.

2. Purpose for contract or grant (Include brief information on the major areas where funding will be used: salaries, professional development, operations, etc.)

Hartford shall be responsible on behalf of MCC for managing certain financial resources and the day-to-day program operations of GPA as outlined in this agreement.

Page 5 – Number III, Section B.

3. Targeted populations to be served

Great Path Academy is a Middle College High School serving students in grades nine through twelve. GPA is located on and is an integral part of the campus of Manchester Community College. GPA is designed as a Middle College High School program, with a curriculum based on the school model known as the "middle college high school," part of a nationally growing trend to establish high schools on college campuses. The purpose of a Middle College High School is to bridge the gap between secondary and postsecondary education by immersing high school students into the college community, as well as to provide access to college coursework for eligible students.

4. Expected outcomes and benefits (Include goal alignment with SOP & HPS programs)
Great Path Academy is legislatively designated as an inter-district magnet SHEFF school. The purpose of inter-district magnet schools is to reduce, eliminate or prevent racial, ethnic or economic isolation of public school students, while offering a high-quality curriculum that supports educational improvement. Overall, GPA’s goal is to provide an exceptional high school and a college experience that can accelerate graduation and transition for students. GPA is an innovative learning environment that supports students from diverse backgrounds in developing the values, self-discipline, work habits, academic and life skills needed to achieve success. Marketing of GPA and its programs will reflect the purpose and goals of this Middle College High School.

Consistent with the commitment of the State of Connecticut to provide high quality, diverse and unique public school educational choices to Connecticut students and to provide opportunities for its students to participate in public educational programs of choice, MCC and Hartford agree that GPA shall be operated in accordance with the following agreement.

5. Alternative options (alternative sources, best priced solutions, etc.)

N/A

6. Performance/Measurement: progress, success & next steps (current progress report and/or evaluation/monitoring plan.)

N/A

7. Is this a sole source vendor? □ Yes □ No ☑ N/A

If sole source vendor, please specify why the purchase qualifies as sole source procurement:
   a. Why is the requested vendor the only one that can satisfy the requirements and what are the unique properties that are unavailable with any other vendor?

   N/A

   b. Any other information that supports the need for the sole source request.

   N/A

8. For grants only:
   a. Identify partnerships and their financial commitment included in the grant
      Board of Regents for Higher Education on behalf of Manchester Community College
   b. Please attach a copy of the grant abstract and other applicable documents

"Every student and every school thrives"

960 Main Street Hartford CT 06103 • www.hartfordschools.org
State Contracting Agency: Board of Regents for Higher Education
On behalf of Manchester Community College

Street: Great Path PO Box 1046
City: Manchester State: CT Zip: 06045-1046
Tel#: 860-512-3000

Hereby enters into a Contract with:

Contractor’s Name: Hartford Board of Education

Street: 960 Main Street
City: Hartford State: CT Zip: 06103
Tel#: 860-695-8000 E-MAIL:

The term of this contract is from 07/01/2017 through 06/30/2018
This Contract shall become effective as of the date of signature by the Contracting Agency’s authorized official and, where applicable, the date of approval by the Connecticut Office of the Attorney General (OAG). Upon such execution, this contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and, where applicable, approved by the OAG.

State Contracting Agency agrees to make payment to the Contractor. Total Contract shall not exceed $212,000.00

Contractor should address all contract questions to:
Maria Generis, Acquisitions Manager, 860-512-3647

Contractor should address all questions regarding the scope or performance of services to:
Regina Ferrante, Director of Finance, 860-512-3632

Contracting Agency should address all contract questions to:
Jonathan Swan, Chief School Improvement Officer, 860-695-8860

<table>
<thead>
<tr>
<th>FOR INTERNAL USE ONLY</th>
<th>FISCAL YR(s)</th>
<th>AMOUNT</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENSE CODING</td>
<td>FORM/TEXT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banner Fund Code:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banner Org Code:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banner Account Code:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banner Program Code:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION 1 - DESCRIPTION OF SERVICES

I. BACKGROUND, AUTHORITY AND MISSION STATEMENT

A. Manchester Community College ("College" or "MCC") is the sponsor of Great Path Academy ("GPA"), a Middle College High School. GPA is designated as an inter-district magnet high school established under Connecticut General Statutes ("C.G.S.") 10-2641. The Board of Regents for Higher Education (or "BOR") has overall responsibility for GPA as an inter-district magnet school, in accordance with requirements of the Connecticut State Department of Education ("SDE") and laws and regulations applicable to inter-district magnet schools. The BOR has delegated this authority to MCC.

B. Great Path Academy is a separate legal entity established under Section 10-2641 of the Connecticut General Statutes. Public Act 04-213 amended C.G.S. 10-2641 to permit the Board of Trustees of Community-Technical Colleges on behalf of MCC, to sponsor and apply for funding to construct and operate as an inter-district magnet school. On January 1, 2012, the BOR was authorized to act, as necessary, as the Board of Trustees for the Community-Technical Colleges pursuant to sections 10a-71, 10a-88, and 10a-143 of the Connecticut General Statutes, as amended. The specific powers and duties of the BOR are prescribed in Title 10a of the Connecticut General Statutes and are further delineated in policies adopted by the BOR from time to time.

C. The Hartford Board of Education ("Hartford" or "Contractor") is a municipal body and state agent established pursuant to Chapter IX, Section 1 of the Charter of the City of Hartford, Connecticut, having an address and place of business at 960 Main Street, 8th Floor, Hartford, CT 06103, acting herein by Dr. Leslie Torres Rodriguez, Superintendent.

D. Great Path Academy is a Middle College High School serving students in grades nine through twelve. GPA is located on and is an integral part of the campus of Manchester Community College. GPA is designed as a Middle College High School program, with a curriculum based on the school model known as the "middle college high school," part of a nationally growing trend to establish high schools on college campuses. The purpose of a Middle College High School is to bridge the gap between secondary and postsecondary education by immersing high school students into the college community, as well as to provide access to college coursework for eligible students.

E. Great Path Academy is legislatively designated as an inter-district magnet SHEFF school. The purpose of inter-district magnet schools is to reduce, eliminate or prevent racial, ethnic or economic isolation of public school students, while offering a high-quality curriculum that supports educational improvement. Overall, GPA's goal is to provide an exceptional high school and a college experience that can accelerate graduation and transition for students. GPA is an innovative learning environment that supports students from diverse backgrounds in developing the values, self-discipline, work habits, academic and life skills needed to achieve success. Marketing of GPA and its programs will reflect the purpose and goals of this Middle College High School.

F. Consistent with the commitment of the State of Connecticut to provide high quality, diverse and unique public school educational choices to Connecticut students and to provide opportunities for its students to participate in public educational programs of choice, MCC and Hartford agree that GPA shall be operated in accordance with the following agreement.

G. This agreement is entered into under authority of Sections 10a-72, 10-2641 and 10-66a of the Connecticut General Statutes.
II. RESPONSIBILITIES

A. Overview. MCC has overall responsibility for the mission, design, implementation and assessment, and for the operation of all aspects of GPA.

1. **Academic program.** MCC hereby delegates to Hartford responsibility for the day-to-day operation and management of the GPA academic program and certain related administrative functions as set forth herein, including accreditation and compliance with State laws.

2. **Personnel.** Hartford will be responsible for staffing and personnel but shall collaborate with MCC on program positions and personnel management including recruitment, hiring and evaluation as appropriate to each.

3. **Facility and administrative support.** MCC, on behalf of the GPA entity, shall manage the GPA facility and provide facility and administrative support services as set forth herein.

4. **Financial management.** MCC has responsibility for the overall financial management of GPA as set forth herein. Certain financial responsibilities shall be delegated to or handled cooperatively by MCC with Hartford as set forth in Section III below.

B. Operations Plan

1. Hartford shall develop and maintain an Operations Plan for GPA that is acceptable to MCC in accordance with the requirements of the SDE. The Operations Plan must be approved each year prior to submission to SDE, by MCC at a date set by MCC and prior to the submission of enrollment goals, as required by State statute. The date shall be set at least six (6) months prior to the deadline.

2. Hartford and MCC shall collaborate regarding any thematic changes to the academic program.

C. Academic Program

1. **Curriculum.** In collaboration with the curriculum personnel of the participating districts and of MCC, Hartford shall:
   (a) Seek to ensure that the curriculum is designed to meet and/or exceed the standards and content of Connecticut’s Curriculum Frameworks and national standards;
   (b) Seek to ensure curriculum alignment and coordination with the participating school districts’ offerings and those of MCC; and
   (c) Assist GPA staff to develop specific curricula to meet the unique focus of GPA as a Middle College High School as described in the Operations Plan approved by MCC and SDE, as it may be amended from time to time.

2. **Instructional Materials.** In consultation with MCC, Hartford shall select instructional materials (texts, audio/visual, computer software, etc.) to support the curriculum and student learning in accordance with Connecticut statutes.

3. **Assessment and Reporting.** Hartford shall assess student progress and report the overall results to MCC, and shall provide individual student reports to their respective originating school districts. Assessment tools will include, but not be limited to, required State and Federal instruments and those designed specifically for GPA’s special focus.

4. **Professional Development.** Within the approved budget of GPA, Hartford shall oversee the implementation of staff training and development in keeping with GPA’s program and staff needs. As it deems appropriate, Hartford shall make such professional development available to staff of MCC and participating school districts.

5. **Student Admissions.** Hartford shall participate in an annual lottery for student admission that meets legal requirements.

6. **Collaboration.** Hartford and MCC shall ensure that the faculty and staff of GPA work in close collaboration with MCC faculty and staff on all related academic and student issues, including expectations and issues related to student behavior, academic preparation for college-level work, academic advising, and assessment of academic and behavioral outcomes. MCC and Hartford shall reach a shared vision for the implementation of consequences for violations of student behavior expectations, including the decision to involve the criminal justice system (e.g. police).
D. Program Personnel

1. Program Positions. After consultation with MCC, Hartford shall create program faculty and staff positions in keeping with GPA’s operating budget.

2. Personnel Management.
(a) GPA principal shall be recruited, selected, hired, and, if need be, terminated, by Hartford in keeping with its policies and procedures and Connecticut statutes and regulations. The selection and evaluation of the GPA principal shall involve a collaborative effort between MCC and Hartford, subject to applicable law. Hartford shall collaborate and receive input from MCC president regarding all hiring processes and personnel decisions related to the GPA principal.
(b) GPA staff shall be recruited, selected, hired, and, if need be, terminated by Hartford in keeping with its policies and procedures and Connecticut statutes and regulations. The selection of program faculty and staff shall involve a collaborative effort between MCC and Hartford.

3. Other Personnel Requirements. Hartford shall comply with all requirements applicable to program faculty and staff, including State Department of Education certification requirements, the assignment of credits, and collective bargaining obligations.

E. Facility and Administrative Support

1. Facility Operation and Support. MCC shall be responsible for operation of the physical GPA facility, including any portions of MCC facility utilized by GPA or its students from time to time, including but not limited to staffing and provision of the following facility services:
(a) Campus and facility safety and security
(b) Facility custodial services
(c) Facility maintenance and repair
(d) Facility telecommunications service and support
(e) Facility utility services including electricity, heating and cooling, and water
(f) Campus grounds keeping services including grounds maintenance, parking lot and sidewalk maintenance, and snow and ice removal
(g) Trash removal and recycling.

2. Facility Renovations. No changes, modifications, renovations or alterations shall be made to the GPA facility or its interior or systems without MCC approval.

3. Program-related Administrative Support. MCC shall provide staffing and support for the GPA program, including but not limited to the following services:
(a) College library support for GPA students,
(b) Information technology support services for GPA’s educational technology equipment and infrastructure consistent with MCC’s policies and procedures, and
(c) High school/college partnership coordinator.

4. Other Administrative Support. MCC shall be responsible for all areas of administrative support not directly related to the academic program, included but not limited to staffing and provision of the following services.
(a) Procurement of all goods and services required by the GPA entity except those directly related to the academic program (e.g. instructional materials); provided that Hartford and MCC may mutually agree that one or the other party should handle designated categories of procurement
(b) Fixed asset management of all capital equipment, technology and facility infrastructure for the GPA entity, including replacement and upgrade thereof, including:
   1. Capital procurement in accordance with plans mutually agreed to by Hartford and MCC, and
   2. Capital asset inventory control and financial accounting in accordance with standard MCC policies and procedures and applicable accounting standards
(c) Other business office administrative support, including but not limited to mail, printing, duplicating and other office services routinely provided by MCC
(d) Financial management and reporting for the overall GPA entity and for MCC Facility and Administrative Support activities undertaken on behalf of GPA, including accounts receivable and
payable, budgetary and financial reporting, cash management, accounting, and other financial management and reporting functions.

5. **Controls and Standards.** All services provided on behalf of GPA by MCC in accordance with this section shall be operated and managed in accordance with MCC’s normal policies, procedures and internal controls.

6. **Personnel Management.** MCC shall recruit, select, hire and evaluate and, if need be, terminate staff as necessary to provide the Finance and Administrative support outlined herein, in keeping with its normal human resource policies and procedures, collective bargaining requirements, and Connecticut statutes and regulations. MCC shall seek the input of Hartford and consider the same in making decisions related to personnel matters for GPA.

7. **Responsibility.** MCC hereby agrees to assume responsibility for all suits, claims or liabilities of every nature arising out of or as a consequence of the acts of MCC or of any agent, representative or employee of MCC in performance of this Agreement.

**III. FINANCIAL MANAGEMENT**

A. **Overview –** MCC shall be responsible on behalf of GPA for overall financial management and oversight of GPA as outlined herein. Hartford will provide an annual program budget to MCC.

1. **GPA Entity.** All financial activity and resources related to the operation of GPA, including those related to the GPA facility, whether such activity is provided and managed on behalf of GPA by the MCC or other State agencies on behalf of the MCC, or by Hartford, shall be reflected on the financial records as activity of the GPA entity.

2. **Responsibilities.** The BOR has delegated to MCC and to Hartford certain responsibilities for the financial operation and management of GPA as outlined in this agreement.

3. **Collaboration.** MCC and Hartford agree to collaborate and communicate regularly and to inform the other of any financial problems or concerns related to GPA as soon as they become known.

B. **Hartford shall be responsible on behalf of MCC for managing certain financial resources and the day-to-day program operations of GPA as outlined in this agreement.**

1. **Per-Student Revenues.** Per-student contributions of the participating districts and the per-student grant to the BOR from the State Department of Education shall be received directly by Hartford on behalf of MCC.

2. **Other Program Resources.** Hartford may also apply for, receive and administer grants and other support for GPA. Other grants and resources received by MCC which directly or indirectly support GPA will be managed by MCC.

3. **Program Fiscal Management.** Hartford shall provide an annual program budget, manage the program budget, and shall be responsible for maintaining appropriate internal and financial controls over the receipt and recording of revenues, the procurement of program goods and services, and the review, approval and payment of program expenditures.

4. **Other Expenditures.** MCC may authorize Hartford to incur some expenses directly, which will be covered by grants and other resources managed by MCC. Hartford will bill MCC quarterly for such expenses that have been approved in advance by MCC and incurred directly by Hartford, and payment shall be due within ninety (90) days.

5. **Program Financial Records.** In consultation with MCC, Hartford shall maintain records of GPA’s financial activity separate from other Hartford (non-GPA) financial activity and in a fashion that permits MCC to account for the total GPA entity’s financial activity and position, and to prepare financial statements in accordance with Governmental Accounting Standards. Consistent with the foregoing, Hartford shall provide authorized representatives of MCC with reasonable access to all GPA financial records and work papers, including providing copies thereof upon request of MCC.

6. **Program Deficit.** As part of its regular annual budgeting process for the operation of GPA, Hartford shall identify the projected value, if any, of the operating deficit applicable to GPA, as well as any
changes to said projected deficit that may occur throughout the year. Hartford shall be responsible for any operating budget deficits related to GPA.

C. Allocation and Payment of GPA Facility and Administrative Operating Costs

1. GPA Facility. The GPA instructional and administrative space is intended primarily for use by GPA as a Middle College High School, whose educational and related activities generally occur Monday through Friday from approximately 7:00 a.m. through 3:30 p.m. during the academic year. Use of the facility outside of GPA’s normal hours of operating must be scheduled through MCC’s facilities coordinator to ensure the availability of services facility operation and support personnel, if needed, by January 5th for the following year for guarantee of space with GPA as a priority. Appropriate space on campus will be allocated upon request after that date.

2. College Use. When the facility is not in use for educational and other activities associated with the GPA program, MCC intends to utilize the facility for purposes consistent with MCC mission.
   a) All space will be scheduled by MCC’s facilities coordinator.

3. Compensation. MCC shall be compensated for program services, including utility costs, direct facility and administrative costs, and administrative services fee, quarterly based on twelve (12%) percent of total revenue to GPA of the per-student contributions of the participating districts, including supplemental billings for direct services to students, and the per-student grant to the BOR from the State Department of Education pursuant to C.G.S. Section 10-2641. Payments made to MCC from GPA resources managed by Hartford shall be recorded as an expense in the GPA financial records maintained by Hartford. The services that MCC shall provide based on the compensation in this section are outlined below and in I.IIE. of this Agreement.
   (a) Utility Costs incurred by MCC for the GPA facility, shall be allocated to GPA and MCC in the same proportion as the estimated hours of total use of the GPA facility on an annual basis including daytime, evening, weekend, and summer use.
   (b) Direct GPA Facility and Administrative costs incurred by MCC on behalf of GPA under Section 1.IIE. and I.III.D., for personnel costs related to personnel and fringe benefits for the support of GPA and for capital expenditures, shall be charged to GPA and MCC.
   (c) An administrative services fee shall cover the other Facility and Administrative services and support provided by MCC on behalf of GPA.
   (d) GPA students will be able to register two weeks prior to high school partnership students at no cost and GPA students who are in sequential courses will be given special consideration to register early at no charge.
   (e) Except by mutual written agreement between MCC and Hartford, the total charges to GPA from GPA resources managed by Hartford for MCC services, fees and/or costs, shall not exceed twelve percent (12%) of the total per student grant to the BOR from the State Department of Education pursuant to C.G.S. Section 10-2641 and the per student contributions of the participating districts, including supplemental billings for direct services to students.

D. Facility and Administrative Support Financial Resources - MCC shall be responsible on behalf of GPA for managing certain financial resources related to day-to-day Facility and Administrative support operations of GPA as outlined in this agreement.

1. GPA Financial Records. MCC shall maintain financial records of GPA’s Facility and Administrative support activity separate from other College (non-GPA) financial activity and in a fashion that permits accounting for the total GPA entity’s financial activity and position, and preparation of financial statements in accordance with Governmental Accounting Standards.

2. GPA Revenues. MCC shall separately reflect as GPA financial activity, all budgetary revenues received or due from Hartford and from MCC, for their respective shares of the total Financial and Administrative operating costs of GPA.

3. Other Resources. MCC on behalf of GPA may also apply for, receive, manage and administer grants and other support for GPA.
4. GPA Expenditures/Expenses. MCC shall separately reflect as GPA financial activity, all
expenditures/expenses paid or due on behalf of the GPA entity for all direct Facility and Administrative
support activities managed by the College as outlined in Section 1.II.E.

E. Annual Budget --
1. Academic Program Budget. Hartford shall be responsible for developing that portion of the GPA annual
budget related to GPA program revenues and expenditures/expense. Hartford shall work with MCC to
determine an appropriate per pupil assessment for the participating districts, or additional funding to be
requested from the State Department of Education, as may be necessary to support the total GPA entity
budget.
2. Capital Replacement Planning. Hartford and MCC shall mutually develop and agree upon capital
equipment, infrastructure and deferred maintenance plans as needed for each fiscal year, to be procured
and managed by MCC as part of the Facility and Administrative support services provided on behalf of
GPA.
3. Budget Collaboration, Planning and Approval. Hartford and MCC shall each provide comparative cost
information and project future costs, and shall collaborate to develop and review preliminary annual
budget figures and to refine and finalize the total annual GPA budget recommendation.
4. Budget Monitoring and Revisions. Hartford and MCC shall review actual GPA revenues, expenditures
and the projected budgetary net change regularly throughout the year at times to be agreed upon and
shall mutually develop and agree in advance to any adjustments to the budget as may be required or
otherwise proposed throughout the year based on available resources and programmatic or operational
needs. Hartford shall have the authority to make cuts to the academic program, including cuts to
personnel to meet the operating budget or to address any projected deficits.

F. Annual Audit --
1. An independent accounting firm will be selected to perform an independent audit of GPA’s financial
statements at the expense of the BOR.

2. Hartford shall provide timely assistance and information to the auditors so that audited year-end
financial statements of GPA may be provided to MCC for consolidation into the year-end financial
statements no later than ninety days after the end of GPA’s fiscal year. GPA’s fiscal year is defined as
July 1 through June 30.

G. Compensation --
1. Hartford shall be compensated for its program services quarterly based on 4.8% of total revenue to GPA
of the per-student contributions of the participating districts, including supplemental billings for direct
services to students, and the per-student grant to the BOR from the State Department of Education
pursuant to C.G.S. Section 10-2641. Payments to Hartford from GPA resources managed by Hartford
must be authorized by MCC and recorded as an expense in the GPA financial records maintained by
Hartford.

SECTION 2 - COST AND SCHEDULE OF PAYMENTS

1. State Liability.
The State of Connecticut and the State Contracting Agency ("State" or "College") shall assume no liability for
payment for services under the terms of this contract until the contract is fully executed by the State Contracting
Agency, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.

2. Total Contract Not to Exceed.
The College shall pay the Contractor a total sum not to exceed $212,000.00 for services performed under this
agreement in accordance with Section 1.III. G.
3. Invoicing and Payment
(a) The Contractor shall submit invoices in accordance with the schedule below:

The Contractor shall be compensated in accordance with Section 1. III.G. for services performed under this agreement.

(b) Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor’s Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

(c) Payment shall be made by the College to the Contractor within 45 days after receipt of properly executed and approved invoices.

4. Renewal or Extension. MCC may extend this agreement for one additional year by giving Hartford notice in writing six months before the contract end date.

SECTION 3 - OTHER TERMS AND CONDITIONS

1. 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.

2. 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 or 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 confidentiality of any part of or all of the Contractor’s bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) 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.

(d) 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 contributed to the Acts giving rise to the claims.

(e) 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 name the State as an additional insured on the policy and shall provide a copy of the policy to the College prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the College. The College shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the College or the State is contributorily negligent.

(f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

3. 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.

4. 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.

5. Termination:
(a) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may terminate the contract whenever the College makes a written determination that such termination is in the best interests of the State. The College 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, the College, 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 the College 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 the College believes that the Contractor has not performed according to the contract, the College may withhold payment in whole or in part pending resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.

(c) The College 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 the College for purposes of
correspondence, or by hand delivery. Upon receiving the notice from the College, 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 the College all records. The records are deemed to be the property of the College and the Contractor shall deliver them to the College no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the College 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 the College, the Contractor shall cease operations as the College directs in the notice, and take all actions that are necessary or appropriate, or that the College may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the College 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) The College shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the College 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 the College is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the College, the Contractor shall assign to the College, or any replacement Contractor which the College designates, all subcontracts, purchase orders and other commitments, deliver to the College 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 the College may request.

(f) For breach or violation of any of the provisions in the section concerning representations and warranties, the College 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 the College.

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

i. "Commission" means the Commission on Human Rights and Opportunities;

ii. "Contract" and "contract" include any extension or modification of the Contract or contract;

iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

iv. "Gender identity or expression" means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose;

v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

Page 10 of 19
vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

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

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

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to 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; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. Executive Orders:
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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the College shall provide a copy of these orders to the Contractor.

8. SEEC:
For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1 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 Agreement expressly acknowledges receipt of the State Election 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. See Notice 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(g) (2), as amended by P.A. 10-1, 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. 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.

9. Contracting with State Employees or Related Family/Business
Section 1-84 (i) of the Connecticut General Statutes prohibits the BOR to engage in contracts over $100 with State employees and certain related family or businesses as defined by Sections 1-79 (b) and (f), unless awarded through an open and public process. Contractor has disclosed to State whether it is an employee, related family member or associated business as defined by the statute. The Contractor and State each represent that they have fully complied with all applicable requirements of this statute, which is set forth below (emphasis added), or as it may be amended from time to time:

C.G.S. § 1-84 (i) No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

C.G.S. § 1-79 (b) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

C.G.S. § 1-79 (f) provides: "Immediate family" means any spouse, children or dependent relatives who reside in the individual's household.

10. 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 the State Contracting Agency at reasonable times.

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

12. 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 the BOR in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said BOR, such services as the BOR requests, provided in this contract.
13. 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 and regulations, 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.

14. Entire Agreement:
This written contract 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 BOR. 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.

15. 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 grant(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 the BOR 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 the BOR 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, BOR, or the General Accounting Office (GAO) during normal business hours.

(c) Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending less than $500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, BOR, or the GAO during normal business hours.

16. 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.

17. 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.

18. Summary of State Ethics Laws:
Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

19. Whistleblower:
This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

20. 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.
ACCEPTANCES AND APPROVALS

By the Contractor

Hartford Board of Education
Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official) __________________________ Date ____________

Dr. Leslie Torres-Rodriguez, Interim Superintendent
(Typed/Printed Name and Title of Authorized Official)

By the State Contracting Agency
Statutory Authority C.G.S. 4a-52a, 10a-151b

Manchester Community College
Contracting Agency Name

Signature (Authorized Official) __________________________ Date ____________

Dr. Gena Glickman, President
(Typed/Printed Name and Title of Authorized Official)

By the Office of the Attorney General (approved as to form)

Signature __________________________ Date ____________

(Typed/Printed Name) __________________________ Assistant / Associate Attorney General
AGENDA

ITEM # 2

NEW BUSINESS

MAY 16, 2017

CONTRACT CONTINUATION APPROVAL:
POWERSCHOOL GROUP LLC.

DR. TORRES-RODRIGUEZ
MS. ENGLAND

AMOUNT
$283,509

FUNDING SOURCE
SPECIAL FUNDS

BACKGROUND

PowerSchool Group LLC provides a student information system that enables the district to collect, store, analyze and report student-level data including but not limited to enrollment, school membership, attendance, discipline infractions, and course grades. PowerSchool is a critical tool used by the district to comply with federal and state reporting requirements and support district efforts to monitor Key Performance Indicators (KPI’s). The contract includes Student Information System licensing, technical support and online learning. This contract supports district efforts to provide consistent high-quality curriculum implementation, instructional improvement and develop a culture of continuous improvement.

The continuation of the PowerSchool contract will be expanded to include the PowerSchool Assessment, Analytics and Content bundle. This will allow the district to:
- Develop common quarterly standards-based assessments in line with HPS curriculum;
- Monitor students’ progress on academic KPI’s;
- Reduce redundancy in student assessment;
- Decrease assessment costs;
- Develop and house a standard report card for use by all district schools; and
- Increase families’ understanding of and access to students’ grades as a result of all grades and report cards being loaded into PowerSchool and available on Parent Portal.

The cost of this expansion is offset by discontinuation of the Sungard Performance Plus contract and reduction in NWEA MAP Assessment licenses.

RECOMMENDATION

That the Hartford Board of Education authorizes the Superintendent to execute a contract with PowerSchool Group LLC for the term delineated in the contract ending June 30, 2018 at a cost not to exceed $283,509 with the option to renew annually.
Continuation of Services PowerSchool Group 2017-2018

Executive Form

1. Context/Overview

PowerSchool Group LLC provides a student information system which enables the district to collect, store, analyze, and report student level data including but not limited to enrollment, school membership, attendance, discipline infractions, and course grades. PowerSchool is a critical tool used by the district to comply with federal and state reporting requirements and support district efforts to monitor key performance indicators (KPIs). The contract continuation base cost of $132,382.00 includes Student Information System licensing, technical support and online learning.

The continuation of the PowerSchool contract is expanded to include the PowerSchool Assessment, Analytics and Content bundle which will integrate student assessment data in one system improving the district’s ability to monitor academic KPIs. This integration will help the district develop and administer common standards-based assessments, which allow monitoring of new curriculum implementation and data-informed instruction, reduces the number of student assessments, decreases the cost of assessment, and increases parent engagement. The cost of this expansion is offset by discontinuation of the Sungard Performance Plus contract and reduction in NWEA MAP Assessment licenses. This contract supports district efforts to provide consistent high-quality curriculum implementation, instructional improvement and develop a culture of continuous improvement.

2. Purpose for contract or grant (Include brief information on the major areas where funding will be used: salaries, professional development, operations, etc.)

Continuation of this contract would allow the district to continue electronically managing student information such as academic, enrollment and discipline in a web-based, accessible manner, facilitate the processing and exchange of information between various agents with the Hartford Schools.

"Every student and every school thrives"
Enterprise infrastructure monitoring is provided to ensure a stable and secure environment.

3. **Targeted populations to be served**

All students attending Hartford Public Schools, their families, teachers, principals, and building staff as well as central office administration.

4. **Expected outcomes and benefits** (Include goal alignment with SOP & HPS programs)

Supports district continuous improvement efforts
- Stores data needed to inform key performance indicators for schools and district:

Compliance
- tool used by the district to comply with federal and state reporting requirements and requests

Administrators
- monitor continuous improvement efforts
- use real-time student data to inform decisions and practice
- access current and longitudinal student data and reports
- monitor school and classroom enrollment, attendance, discipline, schedules, and academic performance
- comply with data requests and reporting requirements
- support parent inquiry
- monitor student performance and growth on standards-based assessments
- engage families in student outcomes such as attendance and academic performance

Teachers
- View class schedules
- Record and monitor student attendance
- Record class grades and conference with students and parents
- Administer common standards-based assessments
- Create and monitor watch lists for student intervention
- view holistic view of student across multiple metrics
- identify student learning gaps

"Every student and every school thrives"
Students
- receive real-time results to engage in self-monitoring of achievement and progress
- Reduction in assessments
- Increased instructional time

PowerSchool SIS is used on daily basis to collect data which is used for monitoring the SOP/Equity indicators.

5. Alternative options (alternative sources, best priced solutions, etc.)

This is a sole source vendor.

6. Performance/Measurement: progress, success & next steps (current progress report and/or evaluation/monitoring plan.)

Success will be evaluated as follows:
- Products’ ability to deliver as outlined in vendor contract
- The district’s ability to collect and analyze student level data
- Increased staff, parent and student engagement in product use
- Increased data completeness and accuracy thus resulting in a reduction of student level data errors

7. Is this a sole source vendor? ☒Yes ☐No ☐N/A

If sole source vendor, please specify why the purchase qualifies as sole source procurement
a. Why is the requested vendor the only one that can satisfy the requirements and what are the unique properties that are unavailable with any other vendor?

PowerSchool LLC is the owner and exclusive licensor of the PowerSchool Student Information System.

b. Any other information that supports the need for the sole source request.

8. For grants only:
a. Identify partnerships and their financial commitment included in the grant

b. Please attach a copy of the grant abstract and other applicable documents

"Every student and every school thrives"
Scope of Services
PowerSchool Continuation 2017-2018
Term July 1, 2017 through June 30, 2018

I. **Licensed Product**
   Restricted, personal, non-exclusive, non-transferable license to use:
   a. PowerSchool Student Information System
   b. PowerSchool Assessment, Analytics, and Content Bundle
   c. Enterprise Management System
   d. Distance Learning

II. **Support Services for Licensed Product, to include:**
   a. Telephone and E-mail Support;
   b. Access to an Online Support Website;
   c. Fixes; and
   d. New Versions

III. **Professional Services**
   a. Training
   b. Installation
   c. Consulting
   d. Project Management

IV. **Total Cost for License, Support Services and Professional Services**
   Total Contract Cost: $283,509
"This page [is] intentionally left blank."
AGENDA

ITEM # 3

NEW BUSINESS

MAY 16, 2017

GRANT APPROVAL:
PROGRAM ENHANCEMENT PROJECT GRANT

AMOUNT
$40,000

FUNDING SOURCE
CT STATE DEPARTMENT OF EDUCATION

DR. TORRES-RODRIGUEZ
MR. SWAN

BACKGROUND

The Hartford Public Schools Adult Education Center has submitted a proposal to the Connecticut State Dept. of Education captioned "Vocations Exploration Institute" to receive a federal Program Enhancement Project grant in the amount of $40,000. The grant proposal requires the approval of the Board of Education.

RECOMMENDATION

That the Hartford Board of Education authorizes the Superintendent to accept the Program Enhancement Project Grant in the amount of $40,000.
Approval of Program Enhancement Project Grant

Executive Form

1. **Context/Overview**

   The grant will fund the Vocations Exploration Institute where adult students will rotate through class sessions featuring basic introduction to plumbing, HVAC, electricity, and carpentry while receiving work skills training and participating in contextualized Math and Language Arts classes leading to High School credentials.

2. **Purpose for contract or grant** (Include brief information on the major areas where funding will be used: salaries, professional development, operations, etc.)

   The major areas where funding will be used are (i) remuneration for academic, work skills, and trade instructors, and (ii) acquisition of equipment, tools, materials, and supplies for the classroom/work areas.

3. **Targeted populations to be served**

   The targeted population consists of students qualifying for participation in the adult education program who need to improve their employability skills while at the same time obtaining their high school credential or improving their English language proficiency.

4. **Expected outcomes and benefits** (Include goal alignment with SOP & HPS programs)

   Participating students will obtain their high school credential through the GED or NEDP avenues, receive an OSHA 10 certification, and be placed in job internships, shadows, pre-apprenticeship or apprenticeship programs.

5. **Alternative options** (alternative sources, best priced solutions, etc.)

   N/A

6. **Performance/Measurement:** progress, success & next steps (current progress report and/or evaluation/monitoring plan.)

"Every student and every school thrives"
The project director will evaluate program performance for improvement opportunities in reaching and surpassing the project objectives including placement outcomes and assessment/achievement data from CASAS and CARS.

7. **Is this a sole source vendor?**  □ Yes  □ No  □ N/A

   If sole source vendor, please specify why the purchase qualifies as sole source procurement:
   a. Why is the requested vendor the only one that can satisfy the requirements and what are the unique properties that are unavailable with any other vendor?

   b. Any other information that supports the need for the sole source request.

8. **For grants only:**
   a. Identify partnerships and their financial commitment included in the grant

      A.I. Prince Tech Adult Education Division will provide experienced trade instructors and pre-apprenticeship and apprenticeship pathways, Catholic Charities Archdiocese of Hartford will recruit students through its family resource network and provide case support and classroom/work space, Center for Urban Research, Training & Development will recruit students through its center and provide tutoring and case support, and the American Job Center will provide work skills training.

   b. Please attach a copy of the grant abstract and other applicable documents

      A copy of the grant abstract and other applicable documents are attached.
PROJECT PLAN

PRIORITY AREA ABSTRACT

Each of the priority areas within the grant application must have its own abstract. Abstract must be one page – no exceptions.

<table>
<thead>
<tr>
<th>Priority Area Name: Workforce Readiness</th>
<th>Project Title: Vocations Exploration Institute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Organization: Hartford Public Schools Adult Education Center</td>
<td>Project Director: Alpha Nicholson</td>
</tr>
<tr>
<td>Beginning Date: 7/1/2017</td>
<td>End Date: 6/30/18</td>
</tr>
<tr>
<td>Requested Federal Funds: $40,000</td>
<td>Program Area: (ABE, ESL, GED, CDP, NEDP, Citizenship): ABE/GED, ESL</td>
</tr>
<tr>
<td>Planned Number of Students: 30</td>
<td>Cost Per Student: $1,333</td>
</tr>
</tbody>
</table>

STATEMENT OF NEED/TARGET POPULATION: According to the CSDE program profile in excess of 30% of the adult population in the City of Hartford lacks a high school diploma. In excess of 15% of the adult population lacks English language proficiency. This is the population served by applicant. These individuals would benefit greatly from exposure to, and experience in, the exploration of and participation in a number of career pathways as a way to enhance employability while mastering basic skills, obtaining their high school credential, and improving their English language skills.

PROJECT DESIGN: (Give a brief description of the overall design; indicate how this project aligns with community needs and the industry sectors identified by your local WDB.)
Students will rotate through class sessions featuring a basic, exploratory introduction to plumbing, HVAC, electricity, and carpentry, industry areas prioritized in the Capital Workforce Partners Strategic Plan for 7/1/16 – 6/30/20. In tandem with the trade exploration classes, students will participate in contextualized Math and Language Arts classes leading to HS credentials and work skills training. Academic instructors will be present during trade exploration classes in order to co-teach and integrate the academic and trade exploration content. Upon completion, students will transition into internships, job shadows, and pre-apprenticeship and apprenticeship programs.

PROJECT OBJECTIVES: (Briefly state the objectives of the project.) To provide participating students with a high school credential either through successful completion of the GED or NEDP, to provide them with an OSHA-10 certification, and to place them in an internship, job shadow, and pre-apprenticeship or apprenticeship program (including at A.I. Prince Tech), in plumbing, HVAC, electricity, or carpentry so that they may begin careers in industry areas having life-sustaining wages.
AGENDA

ITEM # 4

NEW BUSINESS

FIRST READING: SUICIDE PREVENTION
AND INTERVENTION POLICY

BACKGROUND

As part of ongoing policy review and development, the committee has been working to update and revise policies. The following student safety policy was updated to reflect current protocol structures and align with other policies.

RECOMMENDATION

That the Hartford Board of Education accepts the first reading of the Suicide Prevention and Intervention policy.
Students

Suicide Prevention and Intervention

The Hartford Board of Education recognizes that suicide is a complex issue and that schools are not mental health treatment centers. School personnel may recognize a potentially suicidal youth and, in such cases, may make a preliminary determination of level of risk. The Board directs the school staff to refer students who come to their attention as being at risk of attempting suicide for professional assessment and treatment services outside of the school.

The Board recognizes the need for youth suicide prevention procedures and will establish programs to assist staff to identify risk factors, intervention procedures, and procedures for referral to outside services. Training will be provided for teachers and other school staff and students to provide awareness and assistance in this area.

Any Board employee who has knowledge of a suicidal threat, attempt or ideation must immediately report this information to the building principal or his/her designee, who may will, in turn, the Student Assistance Team activate the Crisis Team a component of the Emergency Response Team. The SAT Crisis Team, with administrative assistance, if necessary, will contact the student’s family and appropriate resources outside and within the school system. Information concerning a student’s suicide attempt, threat or risk will be shared with others to the degree necessary to protect that student and others.

Legal Reference: Connecticut General Statutes §10-221(e)
Students

Suicide Prevention and Intervention

Management of Suicidal Risk

The school cannot be expected to thoroughly evaluate and eliminate suicidal risk. Nevertheless, the Board is committed to respond in a supportive manner, both aggressively and immediately, to a student who has attempted, has threatened, or is seriously considering attempting suicide. The following procedures shall be implemented toward this end.

1. Any staff member who becomes aware of a student who may be at risk of suicide must immediately notify the building principal or his/her designee. This must be done even if the student has confided in the staff person and asked that his/her communication be kept confidential. The principal or designee will then notify-designate an appropriate Student Assistance Team (SAT) staff member. (Note: The principal may have multiple designees.) Crisis Team member to interview the student.

2. The SAT-Crisis Team staff member shall interview the student, consider available background information and determine whether the student is "at-risk" or in "imminent danger."

3. If the student is assessed to be "at-risk":
   a. The SAT-designated Crisis Team staff member shall notify the student’s parent/guardian and request a meeting with them as soon as possible, preferably that same day.
   b. When the parent/guardian arrives at school, the SAT-Crisis Team staff member shall meet with him/her to discuss:
      · the seriousness of the situation;
      · the need for an immediate suicide risk evaluation at a medical or mental health facility or utilizing the Emergency Mobile Psychiatric Services, 211, or other appropriate evaluation(s);
      · the need for continued monitoring of the student at home if he/she is released following the evaluation;
      · referral to appropriate professional services outside the school system; and
      · a request for the parent/guardian to sign a release of information form permitting communication between the school and the facility to which the student will be taken, the student's therapist and other appropriate individuals.
   c. The SAT-Crisis Team staff member shall document in writing the course of events, including what transpired at the meeting, and the outcome, using the Suicide Report Form and then fax completed form to the Director of Support Services or appropriate Central Office Designee and notify the principal regarding the course of events and the outcome.
Students

Suicide Prevention and Intervention

Management of Suicidal Risk (continued)

d. If the parent/guardian does not follow through, thereby leaving the student "at-risk", a medical referral to the Department of Children and Families (DCF) should be made (if the student is less than 18 years of age). The parent/guardian should be notified as soon as possible that such a referral has been made.

e. The SAT-Crisis Team staff member may notify other staff, as necessary to protect the student and others.

f. The SAT-Crisis staff member may refer student to the school's Child Study Team, Mental Health Team, Crisis Intervention Team, Student Assistance Team, Planning Placement Team or other staff as appropriate for further consultation and planning. Student Success Team or Student Assistance Team or other team for further consultation and collaboration.

g. The SAT-Crisis Team staff member or the team shall monitor the student's progress and shall consult as necessary with family, outside professionals and school staff.

4. If the student is assessed to be "in imminent danger":

   The SAT staff member shall ensure that the student is not left alone.
   The Crisis Staff member will activate the Crisis Team by calling/notifying the principal or designee.

   Initial Crisis Team recommendations and considerations are:

   - Do not leave the student alone
   - Brief the crisis team regarding the situation
   - Designate who will make calls to: Family, 211
   - Remove potential hazards
   - Determine and activate appropriate security measures
   - If escalates, 211 may become 911

b. The SAT-Crisis Team staff member shall notify the parent/guardian and request that the student be evaluated by the Emergency Mobile Psychiatric Services, 211 at the school or picked up at school and taken to a medical or mental health professional for thorough suicidal risk evaluation.

e. When the parent/guardian arrives at school, the SAT-Crisis Team staff member shall meet with him/her to discuss:
   · the seriousness of the situation;
• the need for an immediate suicide risk evaluation using the Emergency Mobile Psychiatric Services, 211 or at a medical or mental health facility, or other appropriate evaluation(s);
• the need for continued monitoring of the student at home if he/she is released following the evaluation;
• referral to appropriate professional services outside the school system; and
• a request for the parent/guardian to sign a release of information form permitting communication between the school and the facility to which the student will be taken, the student's therapist and other appropriate individuals.

d-c. The SAT-Crisis Team staff member shall document in writing the course of events, including what transpired at the meeting, and the outcome, utilizing the Suicide Report Form and faxing it to the Director of Support Services or appropriate Central Office Designee and an unusual incident report form online.
Students

Suicide Prevention and Intervention

Management of Suicidal Risk (continued)

e. The SAT-Crisis Team staff member shall inform the principal of the course of events and the outcome.

f. The SAT-Crisis Team staff member may notify other staff, only information that is not deemed confidential by law as necessary to protect the student and others.

g. The SAT-Crisis Team staff member may refer the student to the school's Child Study Team, Mental Health Team, Crisis Intervention Team, Student Assistance Team, Planning and Placement Team, or other staff as appropriate for further consultation and planning. School’s Student Success Team, Student Assistance Team, 504 team or other team for further services and collaboration.

h. If the parent/guardian is unable to come to school:
   • the SAT-Crisis Team staff member shall provide over the telephone information as to available resources outside and within the school system, and shall plan follow-up contacts.
   • the Crisis Team staff member will ask the parent's permission to call 211 and request a school visit of the Emergency Mobile Psychiatric Services to further evaluate the student.
   • the SAT staff member will notify the parent/guardian of his/her intent to and arrange transport of the student to an appropriate evaluation/treatment site by means of emergency vehicle (e.g., ambulance or police cruiser).
   • police may be notified if the student poses a threat to the safety of him/herself or others, or as dictated by other circumstances.
   • the SAT-Crisis Team staff member shall document in writing the course of events and the outcome, utilizing the Suicide Report Form and fax completed form to the Director of Support Services or appropriate Central Office designee and inform the principal of the course of events and the outcome.
   • the SAT staff member shall inform the principal of the course of events and the outcome.

i. If the parent/guardian does not agree with the school's determination that the student is in imminent danger or for any other reason refuses to take action:
   • the SAT-Crisis Team staff member shall meet with the building principal and develop an immediate plan focused on protection of the student.
   • the SAT-Crisis Team staff member shall notify the parent/guardian of the plan and shall inform the parent/guardian that the Department of Children and Families (DCF) will be contacted and a medical neglect referral made, if the parent/guardian remains uncooperative (if the student is less than 18 years of age).
   • the SAT-Crisis Team staff member shall arrange for an emergency vehicle to transport the student to the hospital or an appropriate mental health facility; shall inform hospital staff of the situation; shall plan follow-up in relation to hospital staff or mental health facility staff decisions as to how to proceed.
   • the SAT-Crisis Team staff member shall consult and cooperate with DCF as necessary.
the SAT-Crisis Team staff member shall document in writing the course of events and the outcome, utilizing both an unusual incident form, online, and the Suicide Report Form faxing completed form to the Director of Support Services or appropriate Central Office designee.
Students

Suicide Prevention and Intervention

Management of Suicidal Risk (continued)

When a student assessed to have been "in imminent danger" returns to the school, the RFS Crisis Team staff member or the appropriate school-based team (if such referral has been made) shall coordinate consultation with outside professionals, supportive services in school, and changes in the instructional program, when necessary.

Suicide Education/Prevention - Students and Staff

As part of the Hartford Public Schools' Health Education Curriculum and Developmental Guidance Curriculum, students will be educated regarding suicide risk factors and danger signals, and how they might appropriately respond if confronted with suicidal behavior, verbalizations, or thoughts.

Annually, in-service training for school staff will be held in each school building to discuss suicide risk factors, danger signals, and the procedures outlined in these regulations.
AGENDA

ITEM # 5

NEW BUSINESS

REAUTHORIZATION: HEALTHY FOOD
CERTIFICATION STATEMENT

MAY 16, 2017

DR. TORRES-RODRIGUEZ

DR. COLON-RIVAS

BACKGROUND

In 2006, Public Act 06-63, An Act Concerning Healthy Food and Beverages in School was enacted by the Senate and House of Representatives in General Assembly. The following is a summary of Public Act 06-63.

Effective July 1, 2006 local Boards of Education are required to permit the sale of only the following beverages to students from any source, including, but not limited to, school stores, vending machines, school cafeterias, and any fund-raising activities on school premises, whether or not school sponsored: milk, nondairy milks such as soy or rice milk, 100% fruit or vegetable juice, and water. Portion sizes of beverages, other than water that are offered for sale shall not exceed twelve ounces.

Annually on January first of each year, the Department of Education shall publish a set of nutrition standards for food items offered for sale to students at schools. Effective July 1, 2006 local Boards of Education that participate in the National School Lunch Program shall certify in its annual application to the Department of Education for school lunch funding whether all food items made available for sale to students in schools under its jurisdiction and not exempted from the nutrition standards published by the Department of Education will meet said standards. Such certification shall include foods offered for sale to students at all times, and from all sources, including but not limited to, school stores, vending machines, school cafeterias, and any fundraising activities on school premises, whether or not school sponsored. Additional State Match funding of ten cents per meal is available to districts that certify all foods available to students meet the Healthy Food Guidelines.

RECOMMENDATION

That the Hartford Board of Education reauthorizes the Healthy Foods and Beverages in Hartford Public Schools Policy and submits the Healthy Food Certification Statement for 2017-2018 stating "will meet said standards during the period of July 1, 2017 – June 30, 2018".
TO: Sponsors of the National School Lunch Program
FROM: John Frassinelli, Chief
       Bureau of Health/Nutrition, Family Services and Adult Education
DATE: February 6, 2017
SUBJECT: Operational Memorandum No. 5-17
         New Process to Submit 2017-18 Healthy Food Certification (HFC) Statement

This memo summarizes the requirements for submitting the annual HFC Statement to the Connecticut State Department of Education (CSDE) and contains important information regarding changes to the HFC Statement submission process for school year 2017-18. It also provides information on the Connecticut Nutrition Standards (CNS), HFC resources, and state beverage requirements.

**Annual HFC Statement**

Section 10-215f of the Connecticut General Statutes (C.G.S.) requires that each local board of education or governing authority for all Connecticut public school districts participating in the National School Lunch Program (NSLP) must take action annually to certify whether all food items sold to students will or will not meet the CNS. This includes all public schools, regional educational service centers, the Connecticut Technical High School System, charter schools, interdistrict magnet schools, and endowed academies.

For school year 2017-18, the HFC period is July 1, 2017, through June 30, 2018. **All public school districts participating in the NSLP must submit the Healthy Food Certification Statement – Addendum to Agreement for Child Nutrition Programs (ED-099) by July 1, 2017.** The vote by the board of education or governing authority on whether to participate in HFC must occur by July 1, 2017, or the district/school is ineligible for HFC participation during school year 2017-18.

**New HFC Application Process for 2017-18**

Effective with school year 2017-18, the annual HFC Statement will be part of the CSDE’s Online Application and Claiming System for Child Nutrition Programs (CNP System). Districts will no longer submit hard copies of the annual HFC Statement to the CSDE.

The CSDE expects that the online HFC application module of the CNP System will be completed by early May 2017. In the meantime, districts **must follow the procedures below** to ensure timely submission of the 2017-18 HFC Statement by the deadline of July 1, 2017.

1. Schedule the HFC vote at a meeting of your board of education or governing authority that occurs **before June 30, 2017**. The two considerations for the vote by the board of
education/governing authority are whether to implement the healthy food option and whether to allow food exemptions.

- **Consideration 1 – Healthy Food Option:** Pursuant to Section 10-215f of the C.G.S., the board of education or governing authority certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2017, through June 30, 2018. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to, school stores, vending machines, school cafeterias, and any fundraising activities on school premises sponsored by the school or by non-school organizations and groups.

- **Consideration 2 – Exemption for Food Items:** The board of education or governing authority will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location,” means where the event is being held.

2. Conduct the HFC vote at the scheduled meeting of the board of education or governing authority. Maintain a copy of the meeting minutes indicating the results of the HFC vote for the two considerations outlined in step 1 above.

3. When the CSDE notifies schools that the HFC application module is available, complete the online HFC application module and upload the meeting minutes indicating the results of the HFC vote. Note: The CSDE will notify all school nutrition programs by e-mail when the HFC application module of the CNP System is operational.

**Interschool Agreements for HFC Schools**

A public school or district (recipient site) that receives meals under contract from a HFC district (providing sponsor) can choose to certify for the healthy food option and follow the CNS. This must be indicated on the interschool agreement between the recipient site and the providing sponsor district. In order for the sponsoring district to receive HFC payments for any recipient sites, the interschool agreement must be submitted to the CSDE by July 1, 2017.

Schools must still submit hard copies of the interschool agreements to the CSDE. They are not submitted through the CNP Online System. The interschool agreements for school year 2017-18 are available on the CSDE’s Forms for School Nutrition Programs Web page.
Connecticut Nutrition Standards (CNS)
A summary of the CNS is available in the CSDE’s handout, *Summary of Connecticut Nutrition Standards for Foods in Schools*. Additional information on the CNS is available on the CSDE’s CNS Web page. The CSDE’s HFC Web page provides numerous resources to assist districts with implementing HFC including:

- Complying with HFC Presentation;
- Ensuring District Compliance with HFC;
- Fundraising with Food and Beverages;
- Guide to Competitive Foods in Schools;
- Questions and Answers on Connecticut Statutes for School Food and Beverages;
- Requirements for Food and Beverages in Vending Machines; and
- Requirements for Food and Beverages in School Stores.

State Beverage Requirements
As a reminder, the beverage requirements of C.G.S. *Section 10-221q* apply to all public schools, regardless of whether the district certifies for the healthy food option under C.G.S. *Section 10-215f*. This includes all public school districts, interdistrict magnet schools, charter schools, endowed academies, and the Connecticut Technical High School System. Additional information on the beverage requirements is available on the CSDE’s *Beverage Requirements* Web page.

If you have any questions or need additional information, please contact Susan Fiore at 860-807-2075 or susan.fiore@ct.gov or Teri Dandeneau at 860-807-2079 or teri.dandeneau@ct.gov.

JF:sff

Important: This is a numbered Connecticut State Department of Education (CSDE) operational memorandum that contains important program information. Please read carefully and retain in a binder for future reference. All CSDE operational memoranda are posted on the CSDE’s *Operational Memoranda for School Nutrition Programs* Web page.
AGENDA

ITEM # 6

NEW BUSINESS

MAY 16, 2017

BOARD OF EDUCATION MEETINGS
FOR THE 2017-18 SCHOOL YEAR

THE BOARD

BE IT RESOLVED, that the Board of Education for the Hartford Public Schools, approves the schedule for Board of Education meetings for the 2017-18 school year.

<table>
<thead>
<tr>
<th>Workshops / Special Meetings</th>
<th>Regular Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>No workshop scheduled in July</td>
<td>July 18, 2017 @ Classical Magnet School</td>
</tr>
<tr>
<td>No workshop scheduled in August</td>
<td>August 15, 2017 @ Classical Magnet School</td>
</tr>
<tr>
<td>September 5, 2017 @ Kennelly School</td>
<td>September 19, 2017 @ Batchelder</td>
</tr>
<tr>
<td>October 3, 2017 @ Environmental Sciences @ Mary Hooker</td>
<td>October 17, 2017 @ Batchelder</td>
</tr>
<tr>
<td>November 8, 2017 @ UHSSE</td>
<td>November 21, 2017 @ JMA</td>
</tr>
<tr>
<td>December 5, 2017 @ Parkville</td>
<td>December 19, 2017 @ JMA</td>
</tr>
<tr>
<td>January 2, 2018 @ Central Office, 960 Main Street 1. Executive Session (Superintendent Mid-Year Review)</td>
<td>January 16, 2018 @ Simpson-Waverly</td>
</tr>
<tr>
<td>February 6, 2018 @ Museum Academy at Wish</td>
<td>February 20, 2017 @ SMSA</td>
</tr>
<tr>
<td>March 6, 2018 @ Rawson</td>
<td>March 20, 2018 @ SMSA</td>
</tr>
<tr>
<td>April 3, 2018 @ HPHS</td>
<td>April 17, 2018 @ Naylor 1. Budget Workshop 2. Regular Meeting</td>
</tr>
<tr>
<td>May 1, 2018 Public Hearing: 2018-19 Budget @ MD Fox</td>
<td>May 15, 2018 @ Annie Fisher School 1. Budget Adoption</td>
</tr>
</tbody>
</table>
Workshop postponed one day to avoid conflict with Election Day

All workshops are held on the first Tuesday of each month at 5:30 p.m., and regular meetings are held on the third Tuesday of each month at 5:30 p.m. Workshops will not be held in July and August.