

# **BOARD OF REGENTS FOR HIGHER EDUCATION**

## **MINUTES - SPECIAL MEETING**

**1:00 p.m., Thursday, July 18, 2013**

conducted via teleconference originating from  
Boardroom, 39 Woodland Street, Hartford, CT

### **REGENTS PARTICIPATING**

Lewis J. Robinson, Chair

Richard J. Balducci

Eugene L. Bell

Naomi K. Cohen

Dr. Lawrence J. DeNardis

Matt Fleury

Dr. Merle W. Harris

Craig S. Lappen

Jewel Mullen\*

Catherine H. Smith\*

### **REGENTS ABSENT**

Nicholas M. Donofrio

Gary Holloway

Dr. Rene Lerer

Yvette Meléndez, Vice Chair

Michael E. Pollard

Sharon Palmer\*

Stefan Pryor\*

*\*ex-officio, non-voting member*

### **BOR STAFF / UNIVERSITY/COLLEGE PRESIDENTS**

Gregory W. Gray, BOR President

Dennis W. Murphy, interim Chief of Staff

Steven Weinberger, Vice President for Human Resources

Elaine Clark, Vice President for Facilities/Infrastructure

Erin A. Fitzgerald, Associate Director of Board Affairs/BOR Secretary

Dorsey Kendrick, President, Gateway Community College

### **CALL TO ORDER**

Chairman Robinson called the meeting to order at 1:00 p.m.

### **LICENSE AGREEMENT BETWEEN THE NEW HAVEN PUBLIC SCHOOLS AND THE BOARD OF REGENTS FOR HIGHER EDUCATION ON BEHALF OF GATEWAY COMMUNITY COLLEGE**

BOR President Gray offered a summary of the issues regarding the subject license agreement allowing the New Haven Public Schools to have exclusive use of certain portions of, and shared use of certain portions of, the North Haven Campus of Gateway Community College at 88 Bassett Road, North Haven. **On a motion by Richard**

**Balducci, seconded by Matt Fleury, the following resolution was unanimously approved:**

- WHEREAS, Section 4b-38(g) of the Connecticut General Statutes provides that the “Board of Trustees,” now the Board of Regents for Higher Education, of a constituent unit of the state system of higher education “may lease land or buildings, or both, and facilities under the control and supervision of such board when such land, buildings or facilities are otherwise not used or needed for use by the constituent unit and such action seems desirable to produce income or is otherwise in the public interest, provided the treasurer has determined that such action will not affect the status of any tax-exempt obligations issued or to be issued by the State of Connecticut”; and
- WHEREAS, The State of Connecticut Attorney General’s Office must approve leases entered into pursuant to the above statutory authority; and
- WHEREAS, Gateway Community College uses only a portion of the 150,000 square foot facility located at 88 Bassett Road, North Haven; and
- WHEREAS, New Haven Public Schools are a component unit of the City of New Haven; and
- WHEREAS, New Haven Public Schools are interested in entering into a one (1) year sub-lease with three (3) additional one (1) year terms for a portion of the North Haven Campus and other common areas within the building for occupancy by the Hyde School, a magnet school focusing on health, sciences and sports medicine; and
- WHEREAS, New Haven Public Schools are willing to assume certain operating costs for the building; and
- WHEREAS, Housing the Hyde School at the North Haven Campus will be beneficial to the New Haven Public Schools and to the Board of Regents by allowing for a beneficial reuse of a partially vacant building with approximately 55% of the operating costs paid by the Licensee; therefore be it
- RESOLVED, That the Board of Regents for Higher Education on behalf of Gateway Community College shall enter into a License Agreement that allows the New Haven Public Schools to have exclusive use of certain portions of, and shared use of certain portions of, the North Haven Campus, 88 Bassett Road, North Haven, for a term of one year, renewable for three additional terms of one year each, for \$1 and payment of certain facility operating costs, as set forth in a License Agreement attached hereto<sup>1</sup>, effective August 12, 2013, provided the following conditions are met: that the building and code study undertaken by the BOR Facilities office demonstrates that the building is suitable for occupancy by the Hyde School; that any upgrades or renovations required for NHPS occupancy are paid for by NHPS; and that NHPS executes the License Agreement prior to August 12, 2013.

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<sup>1</sup> Attachment A to 07/18/13 BOR Meeting Minutes

#### **EXECUTIVE SESSION**

**Chairman Robinson requested a motion to move to Executive Session for discussion limited to the appointment of an interim president for Quinebaug Valley Community College. Merle Harris so moved; Lawrence DeNardis seconded the motion and it was approved unanimously, with the Committee entering into Executive Session at 1:10 p.m..**

Chairman Robinson directed President Gray, Dennis Murphy, Steven Weinberger and Erin Fitzgerald to remain with the Board in Executive Session and indicated that no votes would be cast during Executive Session.

#### **RETURN TO OPEN SESSION**

The Board returned to Open Session at 1:22 p.m. with Chairman Robinson noting that no votes were taken in Executive Session and discussion was limited to the appointment of an interim president for Quinebaug Valley Community College.

#### **APPOINTMENT OF AN INTERIM PRESIDENT FOR QUINEBAUG VALLEY COMMUNITY COLLEGE**

**On a motion by Richard Balducci with a second by Merle Harris, the following resolution was unanimously approved:**

WHEREAS, there exists a current need to appoint an Interim President of Quinebaug Valley Community College (QVCC), and

WHEREAS, the President of the Board of Regents, Dr. Gregory W. Gray, after due deliberation, has presented a recommendation on such appointment for the Board's consideration; now, therefore, be it

**RESOLVED**, that, consistent with the recommendation made by Dr. Gray, the Board of Regents for Higher Education hereby appoints Carmen R. Cid, Ph.D. as Interim President of Quinebaug Valley Community College, effective from August 1, 21013 to December 31, 2013 or until such time as a President is appointed by the Board, whichever occurs later; and be it further

**RESOLVED**, that for service as Interim President of Quinebaug Valley Community College, Dr. Cid shall receive a monthly stipend in the amount of \$1,000, payable on a bi-weekly basis, in addition to her annual salary as Dean of the School of Arts and Sciences at Eastern Connecticut State University; and be it further

**RESOLVED**, that during her service as Interim President of QVCC, Dr. Cid will be placed on a leave of absence from her position at Eastern in order to allow her to revert to it at the conclusion of this appointment.

**ADJOURNMENT**

**Naomi Cohen moved to adjourn; Lawrence DeNardis seconded and the meeting adjourned at 1:25 p.m.**

Submitted,

Erin A. Fitzgerald, Associate Director, Office of Board Affairs/  
Secretary of the Board of Regents for Higher Education

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## LICENSE AGREEMENT

This License Agreement (hereinafter "Agreement") is entered into on August \_\_, 2013, by and between the **New Haven Public Schools**, acting herein by Dr. Carlos Torre, President, Board of Education (**hereinafter "NHPS"**) and the Board of Regents for Higher Education (hereinafter "BOR") on behalf of **Gateway Community College (hereinafter "GCC")** acting herein by Gregory W. Gray, in his capacity as President of the Board of Regents for Higher Education.

### WITNESSETH

1. LICENSED PREMISES: BOR hereby licenses to NHPS the use of a portion of the building (the "building") and grounds (the "grounds") located at 88 Bassett Road, North Haven, CT 06473, partially occupied by Gateway Community College, as follows:
  - a. Ground floor space
    - i. The following space shall be reserved for the exclusive use of Gateway Community College:  
Rooms 004 through 014
    - ii. The following space shall be reserved for the exclusive use of NHPS:  
Rooms 001 and 003 (science labs)
  - b. First floor space
    - i. The following space shall be reserved for the exclusive use of Gateway Community College:  
Rooms 107, 109, 110, 121, 130 and 131. Locked cage behind auditorium stage.
    - ii. The following space shall be for the exclusive use of NHPS:  
Rooms 100-102, 105, 108, 110-116, 117 (cafeteria), 122-129, 132 (fitness) -140.
    - iii. The following space shall be shared by GCC and NHPS:  
Room 103 (security), 104 (auditorium), and 106 (maintenance).

c. Second floor space

i. The following space shall be for the exclusive use of NHPS:

200 (library), 220-235, including 228 and 229 as modified science labs. NHPS and GCC agree to work with local and state officials in determining how best to block access to Rooms 201-216, including installation of possible gates near Room 215 and Room 201.

The parties agree that adjustments in space allocations may be made if beneficial to programs and mutually agreeable to the parties.

d. Entrances

The main entrance in the back of the building on the first floor shall be the only entrance used by NHPS.

e. Definition

The rooms and entrance and all spaces that are to be used by NHPS shall hereafter be referred to collectively as the "Premises."

2. TERMS OF USE:

- a. Access: GCC shall issue keys to NHPS personnel for spaces used exclusively by NHPS. GCC personnel shall be responsible to open and close the building. GCC shall have a GCC staff member present on site at all times when NHPS is using the building. Provided, however, that GCC has the option to make other arrangements for special events, upon NHPS' request.
- b. Asbestos Hazard Emergency Response Act ("AHERA Plan"): GCC shall deliver its AHERA Plan to NHPS. NHPS shall be responsible to administer the Plan in spaces occupied exclusively by NHPS.
- c. Bus Drop-off/Pick-up: NHPS' bus drop-off and pickup shall occur at the main entrance as described in section 1(d) above. If necessary, a portion of the parking lot may be used for bus queuing, as agreed to by the parties.

- d. Construction: If GCC initiates construction in spaces reserved exclusively to GCC or in shared spaces, construction activities shall be coordinated with NHPS so as to maintain a safe environment for NHPS programs and to minimize impact on NHPS programs.
- e. Custodial: NHPS shall be responsible for custodial supplies and services for all spaces used exclusively by NHPS and a proportionate share (to be determined by the parties) of the custodial costs for shared spaces. GCC shall clean the auditorium only after GCC use of the space.
- f. Furniture: All furniture in the spaces used exclusively by City or in spaces shared with GCC shall be available for City's use. Additional furniture may be moved from GCC Long Wharf to North Haven by City, so long as it is appropriately inventoried as set forth below. Furniture may also be moved from other North Haven spaces with GCC's permission.
- g. Grounds Maintenance: GCC shall maintain the parking lots and sidewalks and grounds.
- h. Hazardous Chemicals: All hazardous chemicals known to GCC have been removed from the Premises. If NHPS observes any remaining hazardous chemicals, NHPS shall notify GCC prior to NHPS' occupancy of the Premises.
- i. Hours: NHPS' hours of use shall be 7 am through 5 pm, Monday through Friday, unless otherwise agreed to in writing by GCC and NHPS. Provided, however, that when GCC's automotive program is in session until 9 p.m. on Monday through Thursday nights, NHPS may schedule additional hours during that time, with seven (7) days' prior notice to GCC. GCC shall open and close the building in which the Premises are located in accordance with their usual procedures, subject to any special arrangements made in accordance with (a) above.
- j. IT: The BOR's IT department agrees to work collaboratively with NHPS on network connections for internet and telephone access. Upon approval of the Board of Regents on behalf of GCC, NHPS shall be allowed to install cabling, if needed, in accordance with BOR IT specifications and under BOR IT's supervision. Prior to installation, the IT drawings must be approved in writing by NHPS and BOR IT/GCC. If building modifications are required, all affected areas shall be tested for asbestos, lead paint, or other hazardous materials, and all modifications shall be made in accordance with BOR IT requirements. NHPS shall bear the cost of all IT installations and operations.

- k. Inventory: GCC's inventory of furniture and equipment remaining at its Long Wharf facility shall be made available to NHPS for use at North Haven and if NHPS elects to use such furniture and equipment, shall be moved by NHPS to the Premises at NHPS' cost. If NHPS moves furniture or equipment from Long Wharf to the Premises, the new location of the inventoried items shall be documented in writing and supplied to GCC.
  
- l. Lockers: NHPS shall be permitted to repair lockers in the corridors.
  
- m. Maintenance: GCC shall maintain the Premises and shall pay for such maintenance.
  
- n. OSHA Compliance: See – "Science Labs" below.
  
- o. Parking: GCC shall make 75 spaces available to NHPS and in addition, designate Visitors spaces. Parking shall be available from 7 am through 5 pm and for some extended hours as set forth above or as agreed upon by the parties in writing.
  
- p. Public Address System: The Public Address system appears to be operational for daily and emergency use but shall be evaluated by NHPS. If the PA system requires repairs, such repairs shall be funded by NHPS but managed by BOR's Facilities office.
  
- q. Science labs in Rooms 001, 003, 228 and 229: OSHA compliance for programs and staff shall be the responsibility of NHPS and NHPS shall provide OSHA certifications to GCC; GCC shall be responsible for building's OSHA compliance.
  
- r. Security: GCC shall provide one security guard for the building between 7 am and 5 pm and also at all times when the automotive program is in session. NHPS shall provide security at its cost for its program operations.
  
- s. Snowplowing: GCC is responsible for snowplowing of the parking lots and sidewalks as well as entrances, exits and doorways. GCC will work with the Town of North Haven, which is responsible for snowplowing of the roads on site.
  
- t. Telephone: NHPS shall be responsible for its own telephone services. NHPS and GCC agree to cooperate in the development of a telephone plan. All building modifications shall be reviewed, approved and managed by the BOR IT and Facilities offices.



- u. Kitchen Equipment: NHPS will utilize some of the kitchen equipment on site and may bring in additional kitchen equipment, provided the placement and installation are in compliance with all laws, regulations and codes. Equipment installation shall be approved by BOR Facilities/GCC prior to installation. All programs involving use of the kitchen and kitchen equipment shall comply fully with all safety requirements, laws, regulations and codes and shall be approved by GCC before implementation.

3. UTILITIES AND OPERATING COSTS: NHPS agrees to pay a percentage share of utility and operating costs related to use of the Premises. Utility and operating costs for FY 14 for the entire North Haven facility are estimated to be \$537,992. NHPS' share of the utility and operating costs, based upon a 10 month occupancy, is \$253,931 annually, comprising \$218,931 in utility costs and \$500/day for costs incurred by GCC to operate the building when NHPS is in session and GCC is not (estimated to be 70 days per year.) Such costs not to exceed \$35,000 for the year, with costs to be reviewed monthly by GCC and NHPS before they are incurred. GCC agrees to permit NHPS to evaluate power from each circuit to better assess utility usage and make and implement recommendations to save on utility costs. All modifications to the Premises shall be under the jurisdiction of BOR Facilities, and no modifications or construction shall be permitted without BOR approval and BOR project management. Any issues concerning nonstructural building repairs are to be reviewed by NHPS and GCC.

4. TERM: The term of this Agreement shall commence when a temporary or permanent certificate of occupancy issues from the State of Connecticut on or about August 12, 2013 and end on June 30, 2014. This agreement may be renewed for three additional terms, of one year each, (beginning July 1 and ending June 30 of the following year) by mutual written agreement of the parties, and upon approval of the Attorney General's office.

5. TERMINATION: This agreement shall remain in full force and effect for the entire term of the contract period. Either party may terminate with sixty (60) days written notice.

6. LICENSE FEE: \$1 per year.

7. AMENDMENT: No amendment to this Agreement shall be valid unless reduced to writing and signed by both parties and the Attorney General of the State of Connecticut or his designee.

## 8. Non-Discrimination

The following subsections are set forth here as required by section 4a-60 and 4a-60a of the Connecticut General Statutes:

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 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 Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 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, mental retardation, 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, mental retardation, 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 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 Connecticut General Statutes § 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 Connecticut General Statutes §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 Connecticut General Statutes § 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 Connecticut General Statutes § 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 Connecticut General Statutes § 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.

### **9. Executive Orders**

This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.

### **10. Campaign Contribution Restrictions**

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](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## **DEFINITIONS**

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

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

public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to



the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

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

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

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

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

or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**11. INDEMNIFICATION:** NHPS hereby agrees that it shall indemnify and shall defend and hold harmless the State of Connecticut, the Board of Regents for Higher Education, GCC, and their agents, officers and employees, from and against any and all, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of the NHPS' invitees, guests, employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of the State, BOR, or GCC or its employees, agents or subcontractors.

**12. INSURANCE:**

a. NHPS shall maintain its own insurance policy covering its personal property.

b. NHPS shall provide and maintain public liability and property damage insurance, with GCC and the BOR named as an additional insured, in a combined single minimum amount of \$1,000,000.00/\$3,000,000.00 aggregate for the bodily injury and property damage to protect the interest of GCC and the BOR as it appears herein, and shall annually provide GCC and the BOR with a current certificate of insurance to this effect, all at no cost to GCC and the BOR. The required certificate of insurance shall include a statement that GCC and the BOR is an additional insured and that the insurer shall waive the aforementioned defense. All policies shall be taken out with insurers qualified to do business in the State of Connecticut.

**13. EXCLUSIVE REMEDY:** NHPS also 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 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.

**14. GOVERNING LAW:** This License Agreement shall be governed by the laws of the state of Connecticut.

**15. NOTICES:** Notices from NHPS to GCC and the BOR shall be sufficient if in writing and or if placed with the United States Postal Services properly addressed to **Vice President for Real Estate, Facilities and Infrastructure Planning**, Board of Regents for Higher Education, 61 Woodland Street, Hartford, CT 06105 or, if hand delivered, to the same address. Delivery by United States Postal Service will be deemed given three business days after depositing at the United States Postal

Service. Delivery by hand delivery will be deemed given upon receipt by the addressee during normal business hours.

Notices from GCC and the BOR to NHPS shall be sufficient if delivered to the **President of the Board of Education for the City of New Haven Public Schools** or if placed with the United States Postal Service.

**16. COMPLETE AGREEMENT:** No prior stipulations, agreements or understandings, verbal or otherwise, of the parties hereto or their agents, shall be valid or enforceable unless embodied in the provisions of this License Agreement.

**17. STATUTORY AUTHORITY:** Conn. Gen Stat. § C.G.S. 4a-52a.

**18. APPROVAL OF ATTORNEY GENERAL:** This License Agreement shall not be binding on the BOR/ GCC unless and until approved and signed by the Attorney General of the state of Connecticut and delivered to Contractor.  
IN WITNESS WHEREOF, the parties have hereunto set their hands.

City of New Haven

BY: \_\_\_\_\_  
Dr. Carlos Torre, President  
Board of Education  
New Haven Public Schools

Board of Regents for Higher Education  
On behalf of Gateway Community College

BY: \_\_\_\_\_  
Gregory W. Gray, President,  
Duly Authorized

State of Connecticut        )  
  )  
County of New Haven        )        ss        New Haven

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me \_\_\_\_\_ the undersigned officer, personally appeared Carlos Torre, known to me to be the person described in the foregoing instrument, and acknowledged that s\he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Name  
Notary Public  
My commission expires  
Commissioner of the Superior Court

State of Connecticut        )  
  )  
County of Hartford        )        ss        Hartford

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me \_\_\_\_\_ the undersigned officer, personally appeared Gregory W. Gray, President, Board of Regents for Higher Education, known to me to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Name  
Notary Public  
My commission expires  
Commissioner of the Superior Court

APPROVED:

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Assistant Attorney General

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Date