



CONNECTICUT STATE DEPARTMENT OF EDUCATION

## REQUEST FOR PROPOSALS

**PURPOSE:** Planning Grants to Increase Representation of Black and Latino Educators (2014-2015 School Year)

**RFP Number:** RFP814

**Submission Due:** No later than 4:00 pm on March 6, 2015

**RFP Published:** February 3, 2015



## CONNECTICUT STATE DEPARTMENT OF EDUCATION

**Dianna Roberge-Wentzell  
Interim Commissioner of Education**

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Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to:

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## Overview and Purpose

In the September 9, 2014, issue of Education Week, a headline read, “[We Need Teachers of Color](#).” As stated by authors Jacob Murray and Jackie Jenkins-Scott, “school demographics in the United States are changing rapidly as students become more diverse in terms of race, ethnicity, and spoken language.” Earlier in 2014, the U.S. Department of Education predicted that as of Fall 2014, *a majority of public school students will be children of color*.<sup>1</sup> The authors note that in contrast to the growth patterns in student enrollment, “data from the National Center for Education Statistics...show that between 2003 and 2011, the percentage of public school teachers of color inched up from just under 17 percent to 18 percent.”

In 2012-13, approximately 40 percent of Connecticut’s K-12 student population represents racial, ethnic and linguistic diversity, compared with just 8 percent of the current educator workforce.<sup>2</sup> Black and Latino males constitute less than 1 percent each of the state’s teachers. Increasing the diversity of Connecticut’s educator workforce, particularly the representation of black and Latino males, is urgent.

Connecticut undertook efforts to address this issue in 2007, when the Connecticut General Assembly directed the Regional Educational Service Centers (RES-C) Minority Teacher Recruitment (MTR) Alliance, in consultation with the Departments of Education and Higher Education, the constituent units of the state system of higher education and the Connecticut Conference of Independent Colleges, to study methods to: (1) Encourage minority middle and secondary school students to attend institutions of higher education and enter teacher preparation programs; (2) Recruit minority students attending institutions of higher education to enroll in teacher preparation programs and pursue teaching careers; and (3) Recruit and retain minority teachers in Connecticut schools.

The RES-C Alliance MTR Initiative continues to exist with funding from the General Assembly. This collaboration among the six Connecticut RES-Cs and the public school districts they serve is designed to assist Connecticut school districts to recruit, hire, develop, support and retain a racially, ethnically and culturally diverse teaching and administrative workforce.

In November 2013, the issue of minority educator recruitment was addressed at a monthly meeting of the Connecticut Association of Urban Superintendents (CAUS). The superintendents shared the challenges they face in recruiting, hiring and retaining educators who reflect the racial, ethnic and linguistic diversity of their student population. The challenges shared appeared to be consistent across the districts. These superintendents indicated an awareness of the RES-C Alliance MTR Initiative, yet most shared that the challenges persist in spite of these efforts. As a result of this meeting, as well as feedback from various stakeholders who share the concern about the persistent disparity between the demographics of the student and educator population, the CSDE determined that additional focus was needed to further explore the challenges and to develop an action plan to address the issue.

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<sup>1</sup> See [http://nces.ed.gov/programs/digest/d13/tables/dt13\\_203.50.asp](http://nces.ed.gov/programs/digest/d13/tables/dt13_203.50.asp).

<sup>2</sup> See [http://www.sde.ct.gov/sde/lib/sde/pdf/evalresearch/condition\\_of\\_education\\_2012-13.pdf](http://www.sde.ct.gov/sde/lib/sde/pdf/evalresearch/condition_of_education_2012-13.pdf)

In January 2014, under the leadership of Charlene Russell-Tucker, Chief Operating Officer, and Sarah J. Barzee, Ph.D., Chief Talent Officer, the Connecticut State Department of Education (CSDE) formed the Minority Teacher Recruitment (MTR) Committee to continue to explore and expand strategies to increase the racial, cultural, ethnic and linguistic diversity of the educator workforce in Connecticut. The committee is comprised of representatives from the CSDE, the Connecticut General Assembly, several Connecticut school districts, Connecticut Education Association and American Federation of Teacher (AFT) Connecticut, postsecondary institutions, the National Association for the Advancement of Colored People (NAACP), the RESC MTR Alliance, and SERC.

The MTR Committee has met 12 times since January 2014. To contextualize its work at the outset, committee members gathered data from multiple sources including the current racial/ethnic composition of Connecticut's educator workforce and data from the Educational Testing Service on pass rates for candidates of color on the PRAXIS I and PRAXIS II test series. Committee members heard presentations from several groups about existing efforts to address this issue. The committee also spoke with educators of color currently teaching in Connecticut about their experiences with the hiring and selection process, as well as their experiences in their schools or districts.

In addition to the commitment of CSDE human resources to advance these efforts, additional fiscal resources have been allocated through the CSDE Talent Office for FY2015, pursuant to Section 10-66j of the CGS. These funds are expected to seed local partnerships in developing, coordinating, and strengthening strategies to increase the ethnic and racial diversity of their local educator workforce.

With this request for proposals (RFP) SERC, on behalf of the CSDE, invites local education agencies (LEAs) to develop multi-pronged, multi-year plans to increase the representation of Black and Latino educators in local schools and districts. The implementation of these plans will be an essential component of the CSDE's long-term strategy, potentially serving as models of best practice for schools and districts committed to increasing the representation of teachers of color.

### **Scope of Work/Expectations**

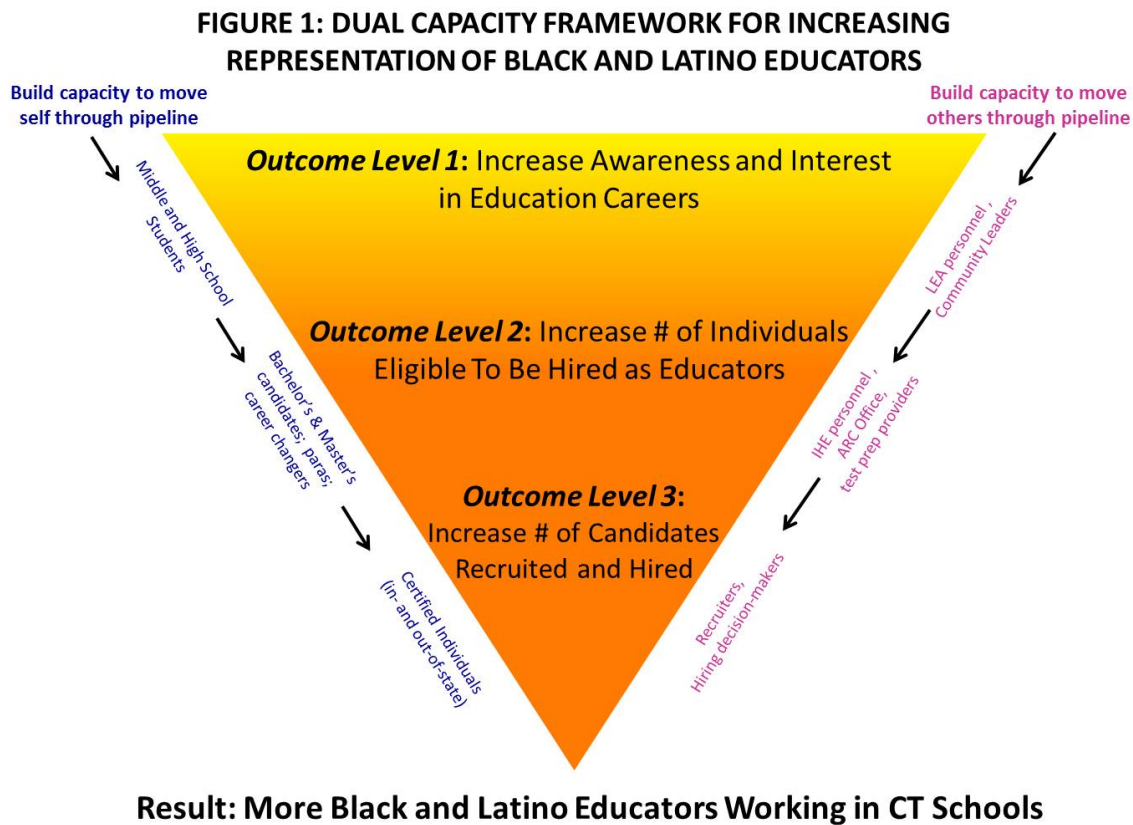
The CSDE, with assistance from SERC, will award planning grants not to exceed \$25,000 to facilitate the coordination of local efforts to increase the number of Black and Latino teachers. LEAs will serve as the lead applicants, with the expectation that each proposal will include key roles for other partners, including postsecondary institutions and nonprofit organizations. The CSDE anticipates funding approximately 6 to 8 of the highest ranked proposals.

Applicants will propose a structure and methods for developing a long-term plan focused on building a pipeline and increasing the number of Black and Latino educators hired by the local school system. Funds may be used to pay for staff time, travel, materials, and external facilitators, consultants, trainers, or advisors. This is intended to be a multi-year partnership, assessed and renewed each year pending available funds, with additional awards in FY2016 and FY2017. However, plans should not be contingent on the future availability of funds, and should

include low-to-no-cost and cost-sharing strategies for implementing the proposed work whenever possible.

Upon award, applicants chosen through this RFP will have three months (April 1 to June 30, 2015) to design activities that result in well-defined, measurable outcomes and are responsive to the local context within which they will be deployed. Awarded funds must be obligated by June 30, 2015, and liquidated no later than July 31, 2015.

The conceptual framework below (Figure 1) presents the outcomes expected to be addressed in awardees' proposals and final plans.



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The left and right sides of the triangle highlight the importance of building the capacity of both those individuals who are moving themselves through the pipeline, as well as those who are helping others to move through. To fully achieve outcomes at each level, programming must include capacity-building efforts aimed at both future teachers (e.g., students, paraprofessionals) and university/agency/community personnel who work with future teachers. When choosing or designing strategies for increasing representation of Black and Latino educators, local planning teams should consider how these strategies will enable individuals on both sides of the triangle to grow in the knowledge and skills that lead to the desired outcomes.

Through a review of the literature and with extensive input from members of the MTR Committee, SERC has catalogued a number of activities and supports that can advance outcomes at each level. LEAs are encouraged to include partners who have experience and expertise in the implementation of these activities and supports.

- **Outcome Level 1 – Increase awareness and interest in education careers.** At this initial level, programming is expected to reach middle and high school students and those adults who work with them to motivate them to pursue postsecondary education with a focus on becoming educators. Capacity building activities and supports at this level may include, but not be limited to, the following:

For Black and Latino Students (Grades 6-12)	For School/District personnel and Community Leaders
<ul style="list-style-type: none"> <li>➤ Future Teacher Academies or Future Teacher Clubs</li> <li>➤ Mentoring by a current educator</li> <li>➤ Youth leadership programs and conferences</li> <li>➤ College and Career Fairs</li> <li>➤ College scholarships</li> </ul>	<ul style="list-style-type: none"> <li>➤ Partnerships between districts and institutions of higher education (IHE)</li> <li>➤ Training and guidance for advisors of Future Teacher Clubs</li> <li>➤ Communities of practice for advisors of Future Teacher Clubs</li> <li>➤ Training and guidance for mentors</li> </ul>

- **Outcome Level 2 – Increase number of Black and Latino individuals eligible to be hired as educators.** Eligibility to be hired is contingent upon individuals meeting Connecticut’s certification requirements. As such, activities at this level should be designed to assist individuals in completing a state-approved teacher preparation program and passing the exams required for certification, or the Alternative Route to Certification (ARC) program. Programming is expected to reach primarily undergraduate and graduate students, paraprofessionals, and career changers. However, plans can also include activities that support institutions of higher education (IHE) personnel and test preparation providers in serving more Black and Latino students and test takers. Capacity building activities and supports at this level may include, but not be limited to, the following:

For Black and Latino Students, Paraprofessionals, and Career Changers	For IHE personnel and Test Preparation Providers
<ul style="list-style-type: none"> <li>➤ Academic and social supports</li> <li>➤ Rigorous field experiences</li> <li>➤ Access to ARC program</li> <li>➤ College scholarships</li> <li>➤ Access to PRAXIS test preparation</li> </ul>	<ul style="list-style-type: none"> <li>➤ Effective recruitment of Black and Latino students and clients</li> <li>➤ Enhanced test prep curriculum</li> <li>➤ Utilization of alumni networks, including those of Historically Black Colleges and Universities, to attract career changers or graduate students to Connecticut</li> </ul>

- **Outcome Level 3 – Increase number of Black and Latino candidates recruited and hired.** The third outcome level focuses on effective recruitment and hiring practices pertaining to eligible Black and Latino candidates. Activities at this level will assist the individuals coming through the hiring pipeline. However, emphasis should be placed on

building the capacity of recruiters and hiring decision-makers (i.e., school and district leaders) to implement recruitment/hiring policies and practices that attract Black and Latino candidates. Capacity building activities and supports at this level may include, but not be limited to, the following:

For Black and Latino Job Seekers	For Recruiters and Hiring Decision-Makers
<ul style="list-style-type: none"> <li>➤ Interview coaching and preparation</li> <li>➤ Access to Black and Latino Educator Networks</li> <li>➤ Student loan forgiveness</li> <li>➤ Assistance with moving expenses for out-of-state hires</li> </ul>	<ul style="list-style-type: none"> <li>➤ Culturally responsive recruitment and hiring process</li> <li>➤ Effective marketing of teaching careers in Connecticut</li> <li>➤ Participation in virtual job fairs to reach out-of-state candidates</li> </ul>

The CSDE recognizes that the retention of Black and Latino educators is essential to any plan that seeks to increase the diversity of Connecticut’s educator workforce. For the purposes of the planning grant, applicants are encouraged to focus on the three outcome levels described above, particularly Outcome Level 3, given the paucity of current Black and Latino educators. However, if an applicant’s district already has a sizeable Black and Latino educator pool (i.e., greater than 20%), retention strategies may be included in the final plan.

Grantees must attend a half-day convening in Middletown at the start of the planning period and a full-day convening at the conclusion. The purpose of the first convening will be to clarify expectations, provide technical assistance in setting growth targets, and facilitate collaboration and networking among grantees. The purpose of the second convening will be to present the action plans developed with grant funds.

## Proposal Requirements

In order to be considered for an award, each applicant must submit (I) a proposal narrative and (II) a proposal budget and budget narrative, addressing all components in the order described below.

### I. Proposal Narrative

Applicants must organize their responses as follows:

**A. *Description of partners and current status of Black and Latino educator representation.***

Please provide information about all the proposed project partners and the particular expertise and experience that each one brings to the partnership. Include a detailed explanation of the LEA’s qualifications to serve as lead applicant. This section must also include data on the number of Black and Latino educators currently employed by the LEA and descriptions of any past or current efforts to increase the diversity of the LEA’s workforce.

**B. *Intersection of Black and Latino educator representation with other districtwide efforts.***

Please describe how the plan to increase Black and Latino educator representation will bolster or enhance other district initiatives or priorities (e.g., Alliance District Plans).



**C. *Proposed structure and methods for developing a multi-year, multi-pronged action plan.***

Please describe the approach the LEA will take to develop and generate buy-in for a comprehensive action plan that is ready for presentation at the end of the grant period. Describe how the LEA will ensure that the plan includes the multi-level outcomes presented in Figure 1 and solicit voice/input from stakeholders. Include details about past experience managing a complex planning process within a short timeframe. Attach a project plan (no template provided) with key tasks, entity or person responsible for task, and timeline.

**D. *Implementation and Sustainability.*** This is intended to be a multi-year partnership, assessed and renewed each year pending available funds, with additional awards in FY2016 and FY2017. However, plans should not be contingent on the future availability of funds, and should include low-to-no-cost and cost-sharing strategies whenever possible. Please describe your ideas about how you and your proposed partners could: (1) Integrate the final plan's strategies into existing initiatives, and (2) Leverage public or private funds to carry out parts of the plan. Responses to this section will be used to assess an applicant's resourcefulness. Applicants will not be bound to include these ideas in the final plan.

**E. *Staffing plan.*** Please describe the qualifications of the staff member(s) who will lead this project, the proposed level of effort, and how this project will be balanced with his/her other responsibilities. Include resume(s) as "Attachment 1" to the Proposal Narrative.

**II. Proposal Budget & Budget Narrative**

Budgets for this work should not exceed \$25,000. Funds may be used to pay for staff time, travel, materials, and external facilitators, consultants, trainers, or advisors. Please use the template provided in Appendix A.

**III. Other Requirements**

Each proposal should include a signed, completed "Statement of Assurances" form (see Appendix B) and an Affirmative Action Plan Certification (see Appendix C). Applications should also follow the formatting requirements below.

- Length of Proposal Narrative is not to exceed 10 pages
- Page Size: 8 ½ x 11; portrait
- Font must be Times New Roman, size 12
- Text must be double-spaced
- Margins: 1" minimum on the top, bottom, and sides of all pages
- All pages must be numbered and single-sided.
- Do not place proposals in notebooks or binders. Metal clips may be used to bind pages together.
- Only include attachments requested or required by this RFP. Other documents will not be considered by proposal readers.

Applicants who do not follow these requirements risk disqualification from the review process.

## Selection Criteria

A selection committee will review and score all proposals. Reviewers will consider the thoroughness, quality, and clarity of each applicant's responses in reference to:

1. The expertise and experience that the proposed project partners bring to the task of increasing Black and Latino educator representation
2. The LEA's qualifications to serve as lead applicant
3. The intersection of Black and Latino educator representation with other districtwide efforts
4. The proposed structure and methods for developing a multi-year, multi-pronged action plan
5. The proposed project plan
6. The applicant's ability to conceptualize low- and no-cost implementation strategies
7. The proposed staffing plan and qualifications of the project manager
8. The project's cost effectiveness

## Submission Guidelines

### I. Schedule

Publication of RFP by electronic means on the SERC and CSDE websites	February 3, 2015
Period during which questions will be accepted	February 4, 2015 to February 9, 2015 by noon
Answers to questions posted as an Addendum on the SERC website	February 13, 2015
Proposal due date	No later than 4:00 pm on March 6, 2015
Final award decisions	March 25, 2015

### II. Questions

Questions for the purpose of clarifying the RFP must be submitted **in writing by e-mail** and must be received no later than 12:00 p.m. on February 9, 2015.

Questions must be emailed to Yolanta Garcia, Education Services Specialist, at [garcia@ctserc.org](mailto:garcia@ctserc.org).

Questions and responses will be posted as an "Addendum to RFP for Planning Grants" on the SERC website at <http://serc.info/MTRplanninggrants> by 4:00 p.m. on February 13, 2015. Bidders' submissions of questions do not enhance or guarantee the chances of receiving an award.

During the period from your organization's receipt of this Request for Proposals and until grants are awarded, bidders shall not contact any employee of SERC or the CSDE for additional information except in writing to Yolanta Garcia as indicated above.

### **III. Proposal Submission**

All responses to this solicitation must be received by March 6, 2015 no later than 4:00 p.m. at the SERC Library (address below).

The attached cover page must bear an **original signature** of the **official authorized** to submit the proposal. Electronic submissions and faxed copies of proposals will not be accepted.

Please submit **one (1) original** and **three (3) copies** of the proposal addressed to:

Amy A. Clark  
SERC Library  
25 Industrial Park Road  
Middletown, CT 06457  
Attention: MTR Planning Grants

### **General Information**

#### **I. Grant Period**

The grant period shall be April 1, 2015 through June 30, 2015. Awarded funds must be obligated by June 30, 2015, and liquidated no later than July 31, 2015.

#### **II. Amendment or Cancellation of the RFP**

SERC reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interests of SERC or CSDE.

#### **III. Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by SERC or CSDE. SERC or CSDE, at its option, may seek proposer retraction and clarification of any discrepancy or contradiction found during its review of proposals.

#### **IV. Erroneous Awards**

SERC and CSDE reserve the right to correct inaccurate awards. This includes revoking the awarding of a contract to a proposer and subsequently awarding the contract to a different proposer.

Such action shall not constitute a breach of contract on the part of SERC or CSDE because the contract with the initial proposer will be deemed voided as if no contract was ever in place.

**V. Proposal Expenses**

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required.

**VI. Ownership of Proposals**

All proposals shall become the property of SERC and CSDE and will not be returned.

**VII. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by proposers with SERC, any State agency, or a SERC or State employee(s) will be disregarded in any proposal evaluation or associated award.

**VIII. Accounting Procedures**

Generally accepted accounting principles (GAAP) or another acceptable accounting method must be utilized.

## APPENDIX A

### ED114 FISCAL YEAR 2015 MASTER BUDGET FORM

<b>APPLICANT NAME:</b>		<b>TOWN CODE:</b>
<b>GRANT TITLE: Planning Grants to Increase Representation of Black and Latino Educators</b>		
<b>PROJECT TITLE:</b>		
<b>GRANT PERIOD: 4/1/2015 - 6/30/2015</b>		
<b>CODES</b>	<b>DESCRIPTIONS</b>	<b>BUDGET AMOUNT</b>
<b>100</b>	<b>SALARIES</b>	
<b>200</b>	<b>PERSONAL SERVICES-EMPLOYEE BENEFITS</b>	
<b>300</b>	<b>PURCHASED PROFESSIONAL AND TECHNICAL SERVICES</b>	
<b>500</b>	<b>OTHER PURCHASED SERVICES</b>	
<b>600</b>	<b>SUPPLIES</b>	
	<b>TOTAL</b>	

Please refer to the following information when determining the line item in which to present your proposed grant-related expenses. Each budget must be accompanied by a budget narrative that provides a detailed description of each line item and how it was calculated.

#### I. General Description

The Connecticut State Department of Education is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<http://nces.ed.gov/pubs2009/2009325.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. There are nine major object categories which are defined below. These major categories use a single digit followed by two zeroes; more specific object classifications replace one or both of the zeroes with other figures. (e.g., the major category "Purchased Professional and Technical Services" is code 300. At the second level of detail, the code is 340 for "Other Professional Services", 320 for "Professional Educational Services", and 330 for "Employee Training and Development Services". At the lowest level of detail, codes 321 and 322 further breakdown "Professional Educational Services" to "Tutors" and "In Service", respectively.) Letters A and B are used to further define the second level of detail for the Personal Services - Salaries category.

## **II. Major Object Code Definitions**

### **100 Personal Services - Salaries**

Amounts paid to both permanent and temporary grantee employees, including personnel substituting for those in permanent positions. This includes gross salary for personal services rendered while on the payroll of the grantees.

### **200 Personal Services - Employee Benefits**

Amounts paid by the grantee on behalf of employees; these amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services.

### **300 Purchased Professional and Technical Services**

Services which, by their nature, can be performed only by persons or firms with specialized skills and knowledge. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, accountants, etc.

### **500 Other Purchased Services**

Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

### **600 Supplies**

Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

## **III. Master Budget Form Object Code Descriptions/Includable Items**

### **111A Non-Instructional**

Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.

### **111B Instructional**

Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.

### **200 Personal Services - Employee Benefits**

Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

### 330 Employee Training and Development Services

Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off-site), and other expenditures associated with training or professional development by third-party vendors.

### 340 Other Professional Services

Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dietitians, editors, negotiations specialists, paying agents, systems analysts, and planners.

### 350 Technical Services

Services to the school district that are not regarded as professional, but that require basic scientific knowledge, manual skills, or both. Included, for example, are data-processing services, purchasing and warehousing services, and graphic arts.

### 530 Communication

Services provided by persons or businesses to assist in transmitting and receiving messages or information. This category includes telephone and voice communication services; data communication services to establish or maintain computer based communications, networking, and Internet services; video communications services to establish or maintain one-way or two-way video communications via satellite, cable, or other devices; postal communications services to establish or maintain postage machine rentals, postage, express delivery services, and couriers. Include licenses and fees for services such as subscriptions to research materials over the Internet software, both 'downloaded' and 'off-the-shelf,' should be coded to objects 650 or 735.

### 540 Advertising

Expenditures for announcements in professional publications, newspapers, or broadcasts over radio and television. These expenditures include advertising for such purposes as personnel recruitment, legal ads, new and used equipment, and sale of property. Costs for professional advertising or public relations services are not recorded here, but are charged to object 340.

### 580 Travel

Expenditures for transportation, meals, hotel and other expenses associated with staff travel. Per diem payments to staff in lieu of reimbursement for subsistence (room and board) are also included.

### 650 Supplies—Technology Related

Technology-related supplies include supplies that are typically used in conjunction with technology-related hardware or software. Some examples are CDs, flash or jump drives, parallel cables, and monitor stands. Software costs below the capitalization threshold should be reported here.

### 917 Indirect Costs

Costs incurred by the grantee which are not directly related to the program but are a result thereof. Grantees must submit indirect cost proposals to the Connecticut State Department of Education to apply for a restricted and unrestricted rate. Only grantees that have received rate approvals are eligible to claim indirect costs. Please note, however, that grantees who receive the majority of their grant funds other than through the Connecticut State Department of Education may use the rate approved by another federal agency.

**STATEMENT OF ASSURANCES**

CONNECTICUT STATE DEPARTMENT OF EDUCATION  
STANDARD STATEMENT OF ASSURANCES  
GRANT PROGRAMS

**PROJECT TITLE:**

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**THE APPLICANT:**

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**HEREBY ASSURES THAT:**

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(insert Agency/School/CBO Name)

- A.** The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B.** The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C.** The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D.** The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Education;
- E.** Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F.** Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G.** The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Education may find necessary;



- H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit;

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

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

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and “contract” include any extension or modification of the Contract or contract;
- iii. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of

Mental Disorders", or a record of or regarding a person as having one or more such disorders;

- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of 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.
- M. The grant award is subject to approval of the Connecticut State Department of Education and availability of state or federal funds.
- N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

I, the undersigned authorized official; hereby certify that these assurances shall be fully implemented.

Superintendent  
Signature: \_\_\_\_\_

Name: *(typed)* \_\_\_\_\_

Title: *(typed)* \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION THAT A CURRENT  
AFFIRMATIVE ACTION PLAN IS ON FILE\***

I, the undersigned authorized official, hereby certify that the current affirmative action packet for \_\_\_\_\_ is on file with the Connecticut State Department of [local school district name]

Education. The Affirmative Action Plan is, by reference, part of this application.

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\*Municipalities including local and regional boards of education are not required to fill out an affirmative action package.