

**AGREEMENT
BY AND BETWEEN
THE CITY OF NEW HAVEN BOARD OF EDUCATION
AND
DOMUS FOUNDATION, INC.
FOR
PROFESSIONAL SERVICES
REGARDING URBAN YOUTH CENTER**

PART I

This Agreement, consisting of Parts I and II, entered into this day of , 2011, effective the 1st day of July, 2011, by and between the City of New Haven Board of Education (hereinafter referred to as the "Board"), and Domus Foundation, Inc., with offices at 83 Lockwood Avenue, Stamford, CT (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, in 2010 the Board determined that it needed assistance for students at the Urban Youth Center to attain academic and social/emotional success; and

WHEREAS, the Contractor submitted his/her qualifications; and

WHEREAS, the Board selected the Contractor and the Contractor agreed to perform the services for the terms and conditions outlined in an Agreement; and

WHEREAS, the Board has evaluated the performance of the Contractor and has determined that it is in the best interest of the Board to extend the Agreement per the terms conditions defined herein for the 2011-2012 academic year.

NOW, THEREFORE, the Board and the Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be Dr. Reginald Mayo, Superintendent of Schools or such other person as he/she shall designate in writing.

103. The person responsible for coordinating the services to be performed by the contractor shall be Michael Duggan or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement, absent approval by Dr. Reginald Mayo. Such approval shall not be unreasonably withheld or delayed.

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the Board; Provided, However, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor.

202. All reports, and documents prepared by the Contractor under this Agreement (those typically provided by similar schools to the state Board of Education) shall be submitted to the Board for review and approval. The Board shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event the Board disapproves of any of the submitted materials, or any portion thereof, or reasonably requires additional material in order to properly review the submission, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.

203. In performing the services required under this Agreement, the Contractor shall consult with the Superintendent of Schools and shall meet, as appropriate, with other Board employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

204. The services to be performed by the Contractor under this Agreement shall be provided in accordance with Exhibit A, attached hereto and incorporated herein, including but not limited, to the following tasks:

- a. The Contractor shall operate the Domus Academy, an alternative program designed to serve 48 "at risk" middle school students in grades 6 through 8, and prepare them for academic and social success in high school. Students who are "at risk" may present chronic and severe behavior problems, whether due to disabilities or not; (2) may be truant and/or (3) may be returning from secure facilities on parole or probation. The Superintendent, through his delegates, shall refer students to the Contractor, consistent with this profile and through a process that ensures Domus's involvement in effective and appropriate placements and student transition. The Board acknowledges its responsibility to avoid placing students who need class ratios or supportive services beyond those offered in the DOMUS program. If there is a disagreement about whether an individual student meets the profile for appropriate placement, the

Superintendent will make the final decision about placement, and that disagreement will be tracked in the performance monitoring described in Appendix 1.

- b. The Contractor shall, in coordination with the Board of Education, address all necessary requirements of the special education students' Individualized Education Programs (hereinafter "IEP"). The Board shall employ specialists such as social workers, psychologists, guidance counselors and others as needed to coordinate with The Domus Academy staff to meet the legal and regulatory requirements of the Individuals with Disabilities Education Act in addition to all other federal, state and local laws and regulations.
- c. The Contractor shall work with the School District to ensure that all related services required by the students are available.
- d. The Contractor shall meet State and District requirements in English/Language Arts, Math, Science, Social Studies, and Computer Literacy.
- e. The Contractor shall employ a curriculum acceptable to the District. The curriculum shall be taught through instructional blending, which consists of working individually and through small and whole-group instruction. A computer lab, provided by the Board, shall be available to classes and individual students during the school day for basic skill instruction and individual class work.
- f. In preparation for standardized exams and other District wide testing, the Contractor, with the assistance and support of the District shall administer mock examples of State Academic Performance Tests and/or Master Tests consistent with District practice.
- g. The Contractor shall incorporate a Life Skills curriculum in an effort to increase student awareness in areas such as Health, Computer Skills, Conflict Resolution, and Interpersonal Skills.
- h. Students in the Special Education component shall adhere to their IEP as developed by the District. The IEP is subject to regular review in order to assure that the changing needs of the students are continually met. The District shall be responsible for the three year evaluations. IEP teams, which facilitate the screening, assessment, placement, and monitoring of all placed students, will consist of representatives from both the District and the Contractor.
- i. The Contractor shall assess students through various different means including, but not limited to: interim reports midway through each quarter, report cards at the end of each of the four marking periods: progress reports-as needed; and teacher reports.
- j. The Contractor shall use (If available) the School Administration Student (SASI) reporting system as its primary means of calculating and reporting student data

to the District. The District shall provide support, access and training as needed.

- k. The success of the program will be evaluated according to the performance standards described in Appendix 1, including Student Performance and Operational Compliance Performance described therein. The contractor shall be responsible for pursuing those performance results, and The District shall be responsible for supporting the Contractor, including through coordination described in Appendix 1.

205. The Board shall provide, at no cost to the contractor, (i) use of the Facility (located at 560 Ella Grasso Boulevard), (ii) the personnel and services as set forth in Exhibit B, attached hereto and incorporated herein.

206. School Calendar - The parties agree that the Contractor's scholastic session will coincide with the District's scholastic session but that there will be one hundred and ninety (190) days of instruction per year and that each instruction days will average eight hours in length, including intermissions and recesses, consistent with the approved election to work agreement (attached). The Contractor shall offer a full day educational and social program, at least as long as the full school day allowed by the election to work agreement created for the school.

207. Parental Involvement - The parties agree that parents are partners with educators in their children's education and should be encouraged to actively participate in creating and implementing educational programs for their children. To this end, the Contractor shall make provision for parental access to the written records of their children, to State and District Assessments, and to teaching materials. Through a systematic program of parental contact and training, the Contractor shall keep parents fully informed regarding the school activities of their children.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform the services set forth in Section 2 of this Agreement at such times and in such sequence as may be directed by the Board.

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2012.

403. Notwithstanding any other provision in this Agreement, the Board reserves the right to terminate this Agreement for any reason upon twenty-one (21) days written notice to

the Contractor. The Contractor shall be paid for satisfactory services rendered up to the termination date upon submission to the Board of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement as set forth in the Exhibit A, attached hereto and incorporated herein. Twelve payments of \$63,933.33 shall be made on or about the first day of each month beginning July 1, 2011.

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Section 501.

503. Payments to the Contractor under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once a month. Each requisition shall be in a form acceptable to the Board and shall set forth the services performed, the percentage of completion of the work, and the compensation due the Contractor based upon the fee amount set forth in Section 501. The Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs as the Board deems necessary.

504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the Board is that of an independent contractor.

505. The School District shall be guaranteed a minimum of 48 slots in Domus Academy.

506. The annual cost of the program for 48 student slots shall be (\$767,200.00) Seven Hundred Sixty Seven Thousand Two Hundred Dollars billed on monthly basis. Any additional slots (not to exceed 10 without prior written consent of the Contractor) entering the program will be billed monthly on a daily per diem rate of \$85.00 a day (for a partial month) from date of enrollment, and rate of \$1,401.39 for each month. No payments shall be due for any additional student after the date or withdrawal by such student from Domus Academy. The District and Contractor shall reconcile payments made or due under this Agreement no less frequently than once per quarter.

506a. Should the student roster be decreased below 40 between the months of October 2011 and June 2012 due to Domus Academy either rejecting a student who meets the profile in 204(a) or asking for the removal of any student already enrolled that meets the profile, then the Board shall receive a credit of \$85.00 per day per student below 40 (for a

partial month) and \$1,401.39 for each full month. Such credit shall be applied by the Board to the invoice for the month when the roster is below 40. The District and the Contractor shall reconcile the roster no less than once per month for purposes of this section.

507 School District will be billed monthly as provided in Section 501 and any additional students entering the program will be billed pursuant to Section 506.

SECTION 6: INSURANCE

601. The Contractor will carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00), to cover the work performed under this Agreement. Upon the signing of this Agreement, the Contractor shall provide a certificate of insurance evidencing said insurance. Upon request, the Contractor will promptly provide the Board with a copy of the insurance policy. It is understood that the Contractor shall not change the terms and conditions of such insurance policy except upon the prior written approval of the Board, which approval shall not be unreasonably withheld.

602. The Contractor shall indemnify, defend and save harmless the Board and its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting directly or indirectly from the performance of services of the Contractor set forth under this Agreement.

603. The Contractor, shall, in addition carry public liability Insurance including motor vehicle coverage for all operations it performs under this Agreement with a limit of not less than One Million Dollars (\$1,000,000.00) covering personal injury and property damage. The Board shall be named both certificate holder and additional insured on such policy. The certificate shall specifically reference this Agreement, and provide the Board with 30 days notice of cancellation. The Contractor shall furnish the Board with a certificate of insurance evidencing that it has complied with the obligations under this section of the Agreement. The Contractor shall be solely responsible for the payment of all premiums required under Section 6.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

703. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall

continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

704. The Board and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

705. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

707. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

708. The Board may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.

709. References herein in the masculine gender shall also be construed to apply to the feminine gender.

710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the Board or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:	Domus Foundation, Inc. 83 Lockwood Avenue Stamford, CT 06902 Attn. Michael Duggan Executive Director
Board:	Dr. Reginald Mayo Superintendent of Schools New Haven Board of Education 54 Meadow Street New Haven, CT 06519

IN WITNESS WHEREOF, the parties have executed three (3) counterparts of this Agreement as of the day and year first above written.

WITNESS:

NEW HAVEN BOARD OF EDUCATION

By: _____

**Dr. Carlos A. Torre
Board President**

WITNESS:

DOMUS FOUNDATION, INC.

BY: _____

Duly Authorized

APPENDIX 1 PERFORMANCE AGREEMENT

This contract is entered into by both parties in order to encourage the safety, the social-emotional learning, and the academic learning of 48 New Haven Public School students who have both struggled to learn effectively in and been disruptive in other academic settings, largely due to behavior issues, as reflected in section 206a. To that end, the agreement includes the following performance expectations for such students, which shall be evaluated through the indicated process.

1. Coordination: DOMUS and NHPS must coordinate effectively to serve the needs of students
 - a. Bi-Monthly Status Meetings: Representatives of DOMUS and NHPS shall meet bimonthly from September to June, to review student performance outcomes, operational and compliance issues, and ongoing coordination. That meeting shall include, at a minimum, the NHPS Director of Instruction and a representative of the Student Services Department, the DOMUS Chief Academic Officer, and the DOMUS school principal. The NHPS Director of Instruction is responsible for scheduling the meeting and maintaining the issue list that will serve as the agenda, in consultation with the DOMUS Chief Academic Officer.
 - i. Issue list: the bi-monthly status meetings will maintain an ongoing issue list, flagging and tracking any issues for both sides related to performance, operations and compliance, and coordination.
 - ii. Written reports and materials: Materials to be discussed or considered in the status meetings will be shared with all participants at least 24 hours in advance of the meeting.
 - b. Performance Review: NHPS and DOMUS shall jointly evaluate the comprehensive performance of the program three times a year – once at the end of July or early August (i.e. Review of end of year outcomes, and proposed targets outcomes for the next year), once in January or February (midyear check in), and once in May (end of year evaluation, with available data). Those program evaluations will focus on the performance outcomes described below, operational and compliance issues, and the quality of coordination.
2. Student Performance Outcomes: Students in DOMUS will make substantial progress in social-behavior and academic learning. Those performance outcomes will be measured according to the following annual goals
 - a. Goal for improvements in academic performance
 - i. Seventy-five percent (75%) of students demonstrating more than a year's progress on DRP and on STAR literacy assessments, including tracking of interim assessments
 - ii. CMT growth in the top half of NHPS schools as measured by individual student growth, with the target of growth at the 55 percentile

- b. Goal for improvement in observed environment
 - i. Through the 2011-12 school year, maintaining regular performance on the NHPS Student Behavior Rubric at least at the emerging (2) level, with occasional Problematic (1) and strong (3) observations. Observations should consistently improve through the year, with the majority of observations at an emerging level by the mid-year conference. Observations will be accumulated and shared by NHPS staff, with should be compared to self-observations by DOMUS leadership.
 - ii. The observation team will be led by the NHPS Director of Instruction, will and will visit at least three times through the year^[gh1], and each visit will be at least a half day in length.

- c. Goal for improvements in student engagement
 - i. Overall student average daily attendance will be at least 87.5%.
 - ii. In aggregate, students in the program will improve their attendance over prior year attendance, so that among both new and existing students twice as many students will substantially (plus or minus 2.5%) improve attendance as substantially decrease attendance.
 - iii. At least 80% of the students currently enrolled recommend this school based on the results of the New Haven Learning Environment Survey

- d. Goal for improvements in character
 - i. Reduction in suspensions: new students experience a 33% reduction in suspensions, and existing students experience a further 15% reduction.
 - ii. Reduction in problem solving referral: through the year (i.e. from September to June), new students experience a 50% reduction in problem solving referrals, and existing students experience a further 15% reduction

- e. Goal for improvement in stakeholder connections
 - i. 80% or greater of parents, students, and staff at DOMUS academy would recommend the school based upon the results of the Learning Environment Survey.
 - ii. Improve parent, student and staff/teacher satisfaction with safety and respect, so that the aggregate score is at last 6.5 out of 10 (from 5.3).

3. Operational and Compliance Performance

- a. DOMUS shall manage the School in accordance and ensure compliance with all applicable Federal and State laws and regulations, including in regard to Special Education, English Language Learning, and State Testing requirements;

- b. For issues regarding the health and safety of students, including the reporting of violence and abuse to appropriate authorities, DOMUS takes primary responsibility for reporting and responding, but will notify the district of all such incidents.

- c. DOMUS shall manage the school in collaboration and discussion with the District, so as to ensure effective district operations and to minimize the potential for negative impact on the District, including in the movement of students, responsiveness to parents, and in the handling of press inquiries.
- d. For student admission, the district recognizes its obligation to refer appropriate students to DOMUS for DOMUS's entry and admission proceedings. DOMUS and the District will review the number of referrals made by NHPS, tracking the number of inappropriate and/or disputed referrals. In addition, the district will involve DOMUS early in the referral process with students and families through an agreed process.

In order for DOMUS to meet the above performance metrics, it is essential that the District provide DOMUS with copies of any and all communication, reports, findings, requests, demands, etc received from parents, the State or any regulatory agency, and that the District make its employees available to DOMUS in order to facilitate the timely and thorough completion of any required reports or responses.

Exhibit A

DOMUS
New Haven Public Schools - DOMUS Program
Budget for 2010-2011

Student Enrollment 48

DOMUS	
Salary	335,000*
Indirect Salary	110,000
Fringe Benefits	<u>115,700</u>
sub total Non-Personnel Costs BOE	560,700

Non Personnel Costs DOMUS	
Student services and Activities	10,000
Education Materials	10,000
Academic Enrichment	163,500
Professional Development and Training	10,000
Dues and Subscriptions	2,000
Other Supplies	0
Cell phones	4,000
Insurance	2,000
Audit	1,500
Legal	2,000
Bookkeeping (ADP)	<u>1,500</u>
sub total Non Personnel Costs DOMUS	206,500

* Salaries include the following responsibilities:
Director of School, Director of Curriculum, Social Services Director,
Discipline Director, Support Staff

Notes:

1. Succeeding fiscal years' budget should include amount related to COLA.
2. SPED students may require additional services which are not reflected herein. If necessary, such services will be supplied as In Kind by the BOE.
1. NHPS will pay DOMUS \$17,000 (pro-rated) per student for referrals over and above the original 48 student roster. NHPS will also increase the in kind personnel corresponding to the additional student enrollment.

Exhibit B

IN-KIND SERVICES – BOE

Board of Education Personnel

Teacher

English
History
Math
Science
ART
Gym
Special Ed
Reading Specialist

Other

Nurse Services

Administration

Administrative Assistant

Maintenance

Janitorial Staff

Non-Personnel

Food
Computers
Office Supplies
Postage (use of BOE interoffice mail and mail service)
Copy Expenses
Telephone and Internet
Maintenance Supplies
Maintenance and Repairs

NEW HAVEN BOARD OF EDUCATION
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
PART II - TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If, through any cause not the fault of the Contractor, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

2. Termination for Convenience of City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made; Provided, However, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Contractor during this Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes. The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

4. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or personnel having a contractual relationship with the City is

approved in writing by the City. The City may approve the Contractor's use of City employees, personnel having a contractual relationship with the City, City office space, telephone service, computers, supplies, etc. at no cost to the Contractor.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1948; Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C. Section 276(c). The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Agreement there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final.

8. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

1) To comply with all provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act and Chapter 12 1/2, the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;

2) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age or national origin and physical handicap. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;

3) To post, in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

4) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, or national origin;

B. And where this contract involves construction, or is a "public contract" as defined section 12 ½ -19 (o) then the contractor additionally agrees to:

1) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

2) To utilize labor department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;

3) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subletting, or for any additional services, supplies, or work which may be required as a result of this Agreement;

4) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;

5) To furnish all information and reports required by the contract compliance director pursuant to section 12 ½ 19 through section 12 ½ -32 of the City's Code of General Ordinances and to permit access to the Contractor's books, records and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;

6) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including

penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;

7) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors, if any;

8) To include the provisions of sub-paragraphs (1) through (8) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

9) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:

(a) Withholding of all future payments under the involved public contract to the Contractor in violation until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;

(b) Refusal of all future bids for any public contract with the City of New Haven, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;

(c) Cancellation of this Agreement;

(d) Recovery of specified monetary penalties;

(e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

9. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

10. Compliance with Local Laws. The Contractor shall comply with applicable laws, ordinances, and codes of the State and local governments.

11. Subcontracting. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

12. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; Provided, however, that claims for money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

13. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

14. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

16. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

17. Agreement Approved By Board of Aldermen. Upon approval of this Agreement by action of the Board of Aldermen, no substantive amendment to this Agreement is effective absent approval of such substantive amendment by the Board of Aldermen. A "substantive amendment" requiring prior approval by the Board of Aldermen includes but is not limited to:

- increases in the rate or total amount of compensation payable to the contractor; or
- increases in the total contract amount; or
- increases in the type and/or total cost of contractor's expenses that shall be reimbursed by the City; or
- increases in the duration of the contract; or

- extensions to the contract, including but not limited to extensions that were explicitly provided for in the original agreement; or
- changes in the scope of services; or
- assignment of the contract; or
- subcontracting of the contractor's obligations; or
- changes in the location(s) at which the contractor shall provide services.