CONTRACT

Between the Connecticut Office of Early Childhood,
the Connecticut State Department of Education,
And
The Yale University

This agreement made this 15th day of January 2019 between the Connecticut Office of Early Childhood (OEC) with offices at 450 Columbus Blvd., Hartford CT 06103, the Connecticut State Department of Education with offices at 450 Columbus Blvd., Hartford CT 06103, and with the Yale University, Partnership for Early Education Research ("Contractor") with offices at 389 Whitney Avenue, New Haven CT 06511.

WHEREAS, Contractor has followed the P20 WIN Data Request Management Procedure and has submitted to the Data Governing Board of the Preschool through Twenty and Workforce Information Network ("P20 WIN") a completed application to request data; and

WHEREAS, that application was approved by the P20 WIN governing board as it was determined to be adequately aligned with the purpose and scope of P20 WIN and determined to provide protection of confidentiality; and

NOW THEREFORE the parties agree as follows:

1. The terms and conditions of the Memorandum of Agreement for P20 WIN Data Request Number P20W_1809_0_0020 and its attachments, including the Data Request Document, P20 WIN Attachments A & B, the Data Governing Board Review Document, and Personal Statements of Non-Disclosure are incorporated and made a part hereto as Appendix A of this Contract and hereinafter referred to as "Data Request MOA".

2. The parties agree that Contractor is authorized as an "Approved Requestor" as that term is defined by the Data Request MOA.

3. Contractor agrees to adhere, abide and be bound, by the terms of the Data Request MOA, and in each and every respect, as an "Approved Requestor" as that term is defined by the Data Request MOA.

4. Additional provisions

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

   B. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
C. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by BOR/CCSU. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

D. Nondiscrimination. (a) For purposes of this Section, the following terms are defined as follows: (i) “Commission” means the Commission on Human Rights and Opportunities; (ii) “Contract” and “contract” include any extension or modification of the Contract or contract; (iii) “Contractor” and “contractor” include any successors or assigns of the Contractor or contract; (iv) “Gender-related 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 sex, sexual orientation or gender identity, regardless of whether such gender-related identity or expression is apparent or determined on the basis of sex, sexual orientation or gender identity, regardless of whether such gender-related identity or expression is apparent or determined on the basis of sex, sexual orientation or gender identity; (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, reasonable 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 regard for 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 business of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-4; 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, additional, 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 public agency, (2) an agency or the State, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any Indian tribe, (3) a federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3) and (4). (b)(1) The Contractor agrees and warrants that in the performance of the Contract, the Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to assure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitment under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68a and 46a-69 and with each regulation or order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68a, 46a-69a and 46a-69c; 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 relates to the provisions of this Section and C.G.S. § 46a-66. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects. (c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subconracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

E. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.

F. Campaign Contribution Restrictions. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted 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(3)(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 on the reverse side of this page).

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 a party committee or from an employee of a party committee or from a subcontractor or principals of the subcontractor for the purpose of using the contributions for personal benefit or to influence political decisions.

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 who 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 contributions are 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/seecc. 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 explicitly among 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 (a) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency; or (b) submits an application for a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (c) holds a valid proposalization certificate issued by the Commissioner of Administrative Services under section 4a-300.

"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 explicitly among 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.

"Parent 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 percent 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) any 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) any 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 solely possesses comparable powers and duties, (iv) an officer or employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contractor, (v) the spouse of 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 authorized by an individual described in this subparagraph, or (vii) a political committee established or organized by a business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contractor" means an agreement or contract with the state or any state agency or any quasi-public agency, through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination of series of such agreements or contracts having a value of one hundred thousand dollars or more in any calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any item 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 decision" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an elections 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, any invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of tenders, through a competitive procurement process or otherwise, that is authorized by law, involving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contractor" means having direct, active and substantive responsibilities with respect to the solicitation of the state contract and all important, central or material 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 any of the main officers of such committee, or (D) serving as chairperson, treasurer, or any of the main officers of such committee to which another person is not otherwise prohibited.

"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 any political committee that is exclusively federally funded, an elections 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.

"Parent of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five percent 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) any individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) any 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 solely possesses comparable powers and duties, (iv) an officer or employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontractor, (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.
IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Acceptances

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STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Representation
By Entity
For Contracts Valued at Less Than $50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:
For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than $50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, Maneesha Joshi, Lead Contract Mgr of Yale University,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of Connecticut, Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

Yale University and that Yale University
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory Date

MANEESHA JOSHI
Printed Name: LEAD CONTRACT MANAGER, SO/AOR
YALE UNIVERSITY
OFFICE OF SPONSORED PROJECTS
STATE OF CONNECTICUT
NONTDISCRIMINATION CERTIFICATION — Representation
By Entity
For Contracts Valued at Less Than $50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:
For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than $50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

1. Maneesha Joshi, Lead Contract Manager, of Yale University, an entity duly formed and existing under the laws of Connecticut, represent that I am authorized to execute and deliver this representation on behalf of Yale University and that Yale University has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory: ____________________________ Date: Jan. 16, 2019

Maneesh Joshi, JD
Printed Name