

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08 (Electronic Version)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

1. PREPARE IN QUADRUPPLICATE.
 2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
 3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

(1) ☒ ORIGINAL ☐ AMENDMENT (2) IDENTIFICATION NO.
p.s

CONTRACTOR	(3) CONTRACTOR NAME Education Advocacy LLC		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 195 Auburn Rd., West Hartford, CT 06119		CONTRACTOR FEIN / SSN - SUFFIX 262433209
STATE AGENCY	(5) AGENCY NAME AND ADDRESS State Board of Education 165 Capitol Avenue, Hartford, CT 06106		
CONTRACT PERIOD	(6) DATE (FROM) 7/1/2014	THROUGH (TO) 6/30/2015	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT). (8) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30		
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACT AGREES TO: (Include special provisions-Attach additional blank sheets if necessary.) The contractor, hereinafter also referred to as "Surrogate Parent" shall advocate in the educational decision-making process for students with disabilities who do not have parental representation in the process. The educational decision making process includes the identification, evaluation, placement, hearing, mediation and appeal procedures provided for in state and federal special education statutes and regulations and the evaluation and planning procedures provided for Section 504 of the Rehabilitation Act of 1973, which may be available to a child subsequent to the receipt of special education and related services. Contract details continue on pages 2 thru 6.		
COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Total Maximum amount payable under this agreement is \$20,000.00. Cost and Schedule of Payments is on pages 5-6; Section III of this contract.		

(11) OBLIGATED AMOUNT										
(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUD REF	

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(22) STATUTORY AUTHORITY: C.G.S 4-5, 4-8
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE Surrogate Parent	DATE 7/21/2014
(24) AGENCY (AUTHORIZED OFFICIAL)	TITLE Kathy Demsey, Chief Financial Officer	DATE
(25) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

TERMS/CONDITIONS

EXECUTIVE ORDERS

The 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

NON-DISCRIMINATION. References in this section to "Contract" shall mean this Personal Service Agreement.

(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-56, 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.

INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

CLAIMS AGAINST THE STATE

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

STATE ELECTIONS ENFORCEMENT COMMISSION (SEEC)

For all State contracts, defined in Conn. Gen. Stat. § 9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached hereto as Attachment 1.

Surrogate Parent Contract

I. Description of Services:

- A. The Surrogate Parent shall provide specified services in accordance with Section 10-94f through 10-94k, inclusive, of the Connecticut General Statutes and the corresponding regulations and applicable federal law and regulations, for a maximum active caseload of ninety (90) children as assigned by the Bureau of Special Education's Coordinator of the Surrogate Parent Appointment System ("the Coordinator"). The Bureau Chief of the Bureau of Special Education must approve a caseload greater than 90 children.
- B. The Surrogate Parent agrees to provide the following services for each assigned child:
 1. Represent the child, pursuant to federal special education law and regulations, in all matters relating to the timely identification, evaluation and educational placement of the child and the provision of a free, appropriate, public education ("FAPE") to the child.
 2. Ensure that the child receives FAPE in a timely manner.
 3. Ensure that the child's Individualized Education Program ("IEP"), if developed, is implemented fully.
 4. In the case of a child who previously required but no longer requires special education and requires services under Section 504 of the Rehabilitation Act of 1973 (Section 504), ensure that the child's Section 504 plan is implemented.
 5. Obtain and review each child's educational record within one month of assignment and as needed thereafter.
 6. Meet with the child within one month of assignment and as needed thereafter, but no less than the minimum interactions as described in C., below.
 7. Observe the child in his or her educational placement within one month of assignment and as needed thereafter.
 8. Attend and participate in Planning and Placement Team ("PPT") meetings, and, in the case of a child who previously required but no longer requires special education and requires services under Section 504, participate in Section 504 team meetings.
 9. Obtain and review reports, testing and evaluations, including but not limited to the child's statewide assessment scores, within one month of assignment and as updated thereafter, related to the child's educational needs and performance prior to making educational decisions for the child.
 10. Initiate and participate in formal complaint and appeal procedures, as necessary.
 11. Submit properly completed paperwork, including but not limited to invoices (monthly), activity sheets (monthly), quarterly reports (within one month of the end of the quarter), student information update sheets (within one week of status change, with student file, if case is closed), in a timely manner or as requested.
- C.
 1. The Surrogate Parent agrees to have at least one interaction regarding each assigned "active" status child during each of the following time periods during each year of the term of the contract:
 - a) August through November.
 - b) December through March.
 - c) April through July.
 2. Such interaction can include one or more of the following:

Surrogate Parent Contract

- a) Meet with the child and review a school progress report or evaluation.
 - b) Meet with the child and communicate with an education service provider.
 - c) Meet with the child and communicate with the child's caseworker.
- D. The Surrogate Parent agrees to participate in a performance evaluation process to be conducted on a periodic basis.
- E. The Surrogate Parent agrees to make every effort to schedule multiple "compensation-eligible activities," as defined in the *Procedures for Contracted Surrogate Parents* incorporated by reference herein (as may be amended from time to time) and which is available at the CSBE office upon request, within half-day increments, i.e., within three-and-one-half hour (3.5) periods.
- F. The Surrogate Parent agrees to participate in each administrative meeting or training session as mandated by the Coordinator, provided that the Surrogate Parent receives notice of the meeting or session at least thirty (30) calendar days prior to the meeting or session.
- G. The Surrogate Parent agrees to follow all procedures disseminated by the Coordinator, including but not limited to those contained in *Procedures for Contracted Surrogate Parents*.
- H. The Surrogate Parent agrees to notify the Coordinator in writing within 10 business days of when a child becomes ineligible for surrogate parent representation or of any change in the child's status.
- I. The Surrogate Parent agrees to notify the Coordinator in writing within 10 business days of such date that the Surrogate Parent becomes an employee of the state education agency, a local education agency ("LEA"), or any other agency that is involved in the education or care of a child he or she represents or if the Surrogate Parent has or develops any interest that conflicts with the interest of any child he or she represents.
- J. The Surrogate Parent is an independent contractor (not a State employee). The Surrogate Parent represents and agrees that Surrogate Parent is not and may not become an employee of the state education agency, the LEA or any other agency that is involved in the education or care of a child he or she represents.
- K. Notwithstanding the cancellation clause on page 1 and the cancellation provision in section IV.A of this contract, surrogate representation of a child by the Surrogate Parent without authorization of the Coordinator or representation that deviates from any of the terms of this agreement or from the *Procedures for Contracted Surrogate Parents* may result in immediate suspension of the individual Surrogate Parent's responsibilities pending a possible revocation of appointment by the Commissioner pursuant to Section 10-94j-8 of the Regulations of Connecticut State Agencies.
- L. Nothing in this agreement shall be construed as ensuring that the Surrogate Parent will be appointed as a surrogate parent of individual students as determined in the sole discretion of the CSBE. An appointment as a Surrogate Parent will be based on

Surrogate Parent Contract

the qualifications, the needs of the student, and the geographic location of the student or students to be served. The CSBE will not be obligated to make any payments for services to a Surrogate Parent who is not appointed as a Surrogate Parent to individual students during the contract period.

II. Confidentiality of Student Information:

- A. The Surrogate Parent agrees that it will use confidential student information provided by either the CSBE or the LEA solely for the purpose of fulfilling its obligations pursuant to this agreement. The Surrogate Parent further agrees to take all necessary precautions to safeguard confidential student information and shall comply with all state and federal laws concerning the safeguarding and disclosure of such information.
- B. FERPA: In all respects, Surrogate Parent shall comply with the provisions of the Family Educational Rights and Privacy Act, ("FERPA"). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow the Surrogate Parent to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this agreement. The Surrogate Parent agrees that it shall not provide any student information obtained under this agreement to any party ineligible to receive data protected by FERPA.

III. Cost and Schedule of Payments:

- A. The Surrogate Parent will be paid \$210.00 per day for any full day of services (more than three and one half (3.5) hours including travel time) and \$155.00 for any partial day of services (up to and including three and one half (3.5) hours including travel time) for completion of approved activities and duties in this contract and in the *Procedures for Contracted Surrogate Parents*.
- B. The Surrogate Parent will be paid an additional monthly rate based on caseload for completion of approved activities and duties in this contract and in the *Procedures for Contracted Surrogate Parents* as follows:

<u>Caseload</u>	<u>Full Days Paid</u>
80 or more	8
70-79	7
60-69	6
50-59	5
40-49	4
30-39	3
20-29	2
11-19	1
10 or less	.5

- C. The Surrogate Parent shall provide a monthly report of activities. Upon approval of such activities, the Coordinator shall submit a monthly invoice with approved expenditures to the CSBE Bureau of Fiscal Services for payment. Maximum payments pursuant to this contract shall not exceed \$20,000.00 per fiscal year.

Surrogate Parent Contract

- D. Payment shall not exceed rate of performance, and rate of performance shall be proportional to caseload.
- E. All invoices for payment must be mailed to:
State Department of Education
Accounts Payable Department, Room 309
165 Capitol Ave., Hartford, CT 06106

IV. Additional Terms and Conditions

- A. Cancellation Clause: In addition to the Cancellation Clause on page 1 and Section I.K of this contract, the CSBE reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is terminated by either party. The CSBE may cancel this Agreement for any reason at any time upon written notice sent to the Surrogate Parent; provided, however, that the CSBE shall be responsible to the Surrogate Parent for all services rendered by the Surrogate Parent up to the cancellation date. The CSBE further reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- B. Amendments and Revisions: A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract, and where applicable, approved by the Office of the Attorney General. No amendment shall be valid or binding upon the parties unless made in writing, signed by the parties, and approved by the Connecticut Office of the Attorney General.
- C. Entire Agreement: This contract contains the entire agreement and understanding between the parties as to the subject matter of this contract, and supersedes all prior agreements, representations, writings and discussions between the parties.



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, Diane Willcutts, Manager, of Education Advocacy LLC
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

Education Advocacy LLC and that Education Advocacy LLC
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.

Diane Willcutts
Authorized Signatory

7/21/2014
Date

Diane Willcutts
Printed Name



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined 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 the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

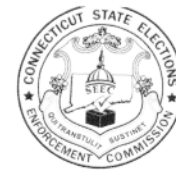
The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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DEFINITIONS

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

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

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

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

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

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

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

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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ACKNOWLEDGEMENT OF RECEIPT

Diane L. W. Neutts

SIGNATURE

7/21/2014

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

MI

Last Name

Suffix

Diane W. Neutts

L.

W. Neutts

TITLE

Manager

COMPANY NAME

Education Advocacy LLC

Additional information may be found on the website of the State Elections Enforcement Commission,

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

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www.educationadvocacyllc.com

Sole Owner Certification

I, Diane Willcutts, manager of Education Advocacy, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, hereby certify that Education Advocacy, LLC, is run by Diane Willcutts; Diane Willcutts is currently the sole manager of Education Advocacy, LLC; and as such, Diane Willcutts is not prohibited or limited by the articles of organization from binding the LLC.

In witness whereof, the undersigned has affixed her signature this 21st day of July, 2014. The LLC has no seal.



Diane Willcutts, Manager, Education Advocacy, LLC