

**Agreement Between  
New England Board of Higher Education  
and  
Connecticut State Colleges and Universities**

**Connecticut Independent College Transfer Guarantee  
Web Pages Partnership Contract**

This Agreement is entered into by and between the New England Board of Higher Education (NEBHE) with an address of 45 Temple Place, Boston, MA 02111 and the Connecticut State Colleges and Universities, a constituent unit of the State of Connecticut System of Higher Education, with an address of 61 Woodland Street, Hartford, CT 06105, for support of the construction and maintenance of web pages on the CSCU website highlighting the Connecticut Independent College Transfer Guarantee.

**I. Background**

The New England Board of Higher Education was established in 1955 by the six New England governors and authorized as a regional higher education compact by Congress. NEBHE's mission is to promote greater educational opportunities and services for the residents of New England and its more than 230 colleges and universities. In November 2019, the New England Board of Higher Education (NEBHE), received a three-year implementation grant co-funded by the Teagle Foundation and the Davis Educational Foundation to develop systematic transfer pathways between community colleges and independent colleges and universities in three New England states including Connecticut. Funding for the grant terminates in Fall, 2022. NEBHE is partnering with the Connecticut Conference of Independent Colleges and Connecticut State Colleges and Universities (CSCU) to establish the Connecticut Independent College Transfer Guarantee, which ensures acceptance at an independent four-year institution for students graduating from a community college with an associate degree.

**Connecticut Independent College Transfer Guarantee**

The Connecticut Independent College Transfer Guarantee (Connecticut Guarantee) builds upon the existing CSCU Transfer and Articulation Policy (TAP) for the state's community colleges and public higher education four-year institutions with the exception of the University of Connecticut. The goal of the Connecticut Guarantee is to create a uniform and seamless system of transfer that expands transfer options for Connecticut's community college students. The Connecticut Guarantee will ensure acceptance at a participating four-year independent Guarantee institutions for associate degree holding students who have met a minimum GPA requirement of either 2.0, 2.5 or 3.0. The minimum GPA requirement will vary by institution. At the core of the

Connecticut Guarantee is an unwavering commitment to equity, opportunity, access and ultimately success for all students in higher education.

## II. Purpose of the Connecticut Guarantee - Web Pages Partnership Agreement

The purpose of the Connecticut Guarantee Web Pages Partnership Agreement is to detail a scope of work that will be undertaken by CSCU at the bequest of NEBHE. In addition to a scope of work, the Connecticut Guarantee web pages Partnership Agreement delineates parties to the contract, roles and responsibilities of each party, a projected timeline and payment provisions.

## III. Scope of Work

- A. CSCU will construct and maintain web pages on the CSCU TAP Transfer site for the Connecticut Guarantee. The web pages are described in the specifications and content section below and will include, but not be limited to:
  - 1. Landing page Connecticut Guarantee (description, eligibility, features, FAQs)
  - 2. Searches (by major, by institution, by GPA tier)
  - 3. Institution specific pages
  
- B. Web Page Specifications and Content
  - 1. Connecticut Guarantee landing page
    - a. Connecticut Guarantee description, eligibility, features and benefits
    - b. Frequently Asked Questions (FAQ's): for students, community college advisors, and independent institutions
  - 2. Web User Searches
    - a. Search by institution
    - b. [Search by major](#)
      - i. Guarantee-TAP Pathways
      - ii. Non Guarantee-TAP Pathways
    - a. Search by GPA tier
    - b. [Search by location](#)
  - 3. Participating Institution specific pages, which will include:
    - a. Description of the institution
    - b. GPA minimum for guaranteed admission
    - c. Guarantee scholarship or financial aid
    - d. Contact Information
    - e. Institution transfer page link
    - f. Tuition and fees
    - g. Institution specific transfer policies
    - h. List of pathways
      - i. Guarantee-TAP Pathways
      - ii. Non Guarantee-TAP Pathways
    - i. Covid-19 link
    - j. Link to institution's net price calculator

- k. Optional items may include:
  - l. Undergraduate enrollment and transfer graduation rate, any other additional transfer requirements

#### IV. Roles and Responsibilities

- A. The New England Board of Higher Education shall perform the following:
  - 1. Provide suggestions for the following web pages:
    - a. Landing page, searches, and institution specific pages
  - 2. Provide data and content for all web pages, which include:
    - a. Landing page, searches, and institution specific pages
  - 3. Provide updates and/or changes for all Connecticut Guarantee data and content to ensure the accuracy of posted information. Content will be provided on a rolling basis (monthly) during Academic Year (AY) 2020-21. Beginning in AY 2021-22 updates to the web pages will be provided quarterly.
  - 4. Convene focus groups of student users and community college transfer coordinators, for the purposes of collecting feedback and recommendations on content, usability, and display. Compile recommendations for enhancements and submit to CSCU project lead.
  - 5. Develop a public promotion and engagement plan.
- B. The Connecticut State Colleges and Universities shall perform the following:
  - 1. Provide a point of contact for Connecticut Guarantee web page development.
  - 2. Develop all related Connecticut Guarantee web pages, including:
    - a. Landing page, searches, and institution specific pages
  - 3. Submit newly developed web pages to NEBHE for review and approval prior to publication.
  - 4. Execute updates and/or changes for all Connecticut Guarantee data and content to ensure the accuracy of posted information. Content will be provided by NEBHE on a rolling basis (monthly) during the first year. During succeeding years, content will be provided on a quarterly basis.
  - 5. Develop a protocol for receiving Connecticut Guarantee updates and/or changes.
  - 6. Post Connecticut Guarantee content within 10 working days of the receipt of the data.
  - 7. Participate in the development of Connecticut Guarantee student focus group for web pages. Determine the feasibility of proposed enhancements and possible additional cost implications.
  - 8. Assist in Connecticut Guarantee public promotion and engagement as it relates to the web presence.
  - 9. Provide user analytics upon request.

**V. Website and Web Page Ownership**

The CSCU website and content therein shall at all times remain under the control of CSCU and shall remain the sole property of CSCU

**VI. Projected Timeline**

NEBHE will be responsible for providing content to CSCU, as well as updated information on participating institutions and transfer pathways available for community college graduates for the life of the grant (or through 2022). Institution and pathway updates will be provided to CSCU on a monthly basis for the first year, and on a quarterly basis in succeeding years. Construction of the Connecticut Guarantee web pages has a projected completion date of November 30, 2020.

- A. Within 15 days of the signing of the Agreement, NEBHE will provide web pages templates for pages.
- B. Within 45 days of the signing of the Agreement, CSCU will develop a mockup of web pages for review and approval by NEBHE.
- C. Within 30 days of the approval of the mockup, NEBHE will send the first set of Connecticut Guarantee data and content.

**VII. Term**

This Agreement shall become effective as of the date of signature by both parties and approval as to form by the Connecticut Office of the Attorney General, if applicable, and continue in full force and effect until November 30, 2022. Either party may terminate this Agreement by written notice to the other party thirty days prior to actual termination. This agreement may be modified or extended by mutual agreement of the parties and approval by the Connecticut Office of the Attorney General, if applicable.

**VIII. Payment Provisions**

A payment of \$50,000 shall be made by NEBHE to CSCU in two equal payments. The first payment of \$25,000 shall be made by NEBHE upon the execution of this agreement by both parties. The second payment of \$25,000 shall be made upon the satisfactory completion of the Connecticut Guarantee web pages described in the Scope of Work. CSCU shall not be required to reconcile funds or provide any other documentation to NEBHE that funds allocated to develop the Guarantee web pages were used strictly for that purpose. The completed web pages shall serve as the only required documentation.

**IX. Parties to the Connecticut Guarantee Agreement**

Connecticut States Colleges and Universities

Agreement Project Lead: Steve Marcelynas, Director, Office of Transfer and Articulation,  
[SMarcelynas@commnet.edu](mailto:SMarcelynas@commnet.edu)

New England Board of Higher Education

Agreement Project Lead: Emily Decatur, Associate Director of Transfer Initiatives & Regional  
Student Program, [edecatur@nebhe.org](mailto:edecatur@nebhe.org)

## **X. GENERAL PROVISIONS – STATE OF CONNECTICUT**

References in this section to "contract" shall mean this Agreement and references to  
"contractor" shall mean the New England Board of Higher Education.

- A. NEBHE, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.

B. Claims Against the State.

NEBHE agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or CSCU arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the NEBHE 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.

C. Insurance.

NEBHE agrees that while receiving services specified in this Contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the NEBHE work site and the service(s) to be received so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the State Contracting Agency.

D. Sovereign Immunity.

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

E. 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. NEBHE 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.

F. Campaign Contribution Restrictions.

For all state contracts as defined in Connecticut General Statutes § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein as Exhibit A.

G. Non Discrimination.

Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

H. Family Educational Rights and Privacy Act.

Contractor 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 Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained

under this Contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of this Contract.

I. 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

J. Entire Agreement.

This written Contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the State Contracting Agency. This Contract may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Connecticut Attorney General.

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.

**New England Board of Higher Education**

Signator Name and Title: \_\_\_\_\_

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

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

**Connecticut State Colleges and Universities**

Statutory Authority: Conn. Gen. Stat. §§ 10a-6, 4a-52a, and 10a-151b

Signator Name and Title: \_\_\_\_\_

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

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

**By the Connecticut Attorney General** (approved as to form)

---

Signature

Date

---

(Typed/Printed Name)

Assistant / Associate Attorney General