

<u>STATE AGENCY</u> NYS Education Department 89 Washington Avenue, Room 505W– EB Albany, New York 12234	<u>CONTRACT NUMBER:</u> C011046 <u>BUSINESS UNIT:</u> SED01 <u>DEPARTMENT ID:</u> 3300200
<u>CONTRACTOR:</u> Commission on Independent Colleges and Universities 17 Elk Street P.O. Box 7289 Albany, NY 12224	<u>TYPE OF PROGRAM:</u> Support and Enhance Activities for Teacher and School Building Leader Program <u>FEDERAL TAX/MUNICIPALITY NO:</u> 13-2707879
<u>CHARITY REGISTRATION NUMBER:</u> Exempt Cat. 4 <u>NYS VENDOR ID:</u> 1000026245 <u>MUNICIPALITY NO.:</u> (if applicable)	<u>CONTRACT PERIOD</u> From: December 1, 2012 To: June 30, 2014 <u>FUNDING AMOUNT FOR PERIOD:</u> \$3,000,000.00
<u>STATUS:</u> CONTRACTOR IS <input type="checkbox"/> IS NOT <input checked="" type="checkbox"/> A SECTARIAN ENTITY CONTRACTOR IS <input checked="" type="checkbox"/> IS NOT <input type="checkbox"/> A NOT-FOR-PROFIT ORGANIZATION.	
<p style="text-align: center;"><u>APPENDICES ATTACHED AND PART OF THIS AGREEMENT:</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses as required by the Attorney General for all State contracts.</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX A2 American Recovery and Reinvestment Act of 2009, Record Keeping Requirements</p> <p><input checked="" type="checkbox"/> RIDER A American Recovery and Reinvestment Act of 2009, Vendor Obligations</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input checked="" type="checkbox"/> APPENDIX X Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)</p> <p><input type="checkbox"/> OTHER (Identify)</p> <p><input type="checkbox"/> OTHER (Identify)</p> <p><input type="checkbox"/> OTHER (Identify)</p> <p><input type="checkbox"/> OTHER (Identify)</p> <p style="text-align: center;">November 13, 2012</p>	

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through John B. King, Jr., Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided

pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible

person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall

diminish, or in any way adversely affect, the State's right of discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity

policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and

if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1

Payment and Reporting

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. Variations in each budget category not exceeding ten percent (10%) of such category may be approved by the Commissioner of Education. Any such variations shall be reflected in the final expenditure report and filed in the Office of the State Comptroller. Variations in each budget category which do exceed ten percent (10%) of such category must be submitted to the Office of the State Comptroller for approval.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars (\$2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

- B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this

agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.
- D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.
- B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.
- C. Contractor certifies that no governmental entity has made a finding of nonresponsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

- A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B will be submitted each year the contract is in effect and will detail actual employment data for the most recently concluded State fiscal year (April 1 – March 31). The first report will be filed no later than May 15, 2008. Thereafter, Form B will be filed no later than May 15th of each succeeding year. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail: NYS Office of the State Comptroller
 Bureau of Contracts
 110 State Street, 11th Floor
 Albany, NY 12236
 Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service
Office of Counsel
Alfred E. Smith Office Building
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
Contract Administration Unit
Room 505 W EB
Albany, NY 12234

By fax: (518) 408-1716

C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.

Appendix A-2

American Recovery and Reinvestment Act of 2009 (ARRA) ADDITIONAL CONTRACT RECORD KEEPING REQUIREMENTS

This contract, is funded, in whole or in part, by the American Recovery and Reinvestment Act of 2009 (ARRA). The United States Office of Management and Budget (OMB) has released, "Implementing Guidance for Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009." (M-09-21) This guidance provides detailed information on reporting requirements included in Section 1512 of the Recovery Act.

Recipient vendors receiving ARRA funding will be required to submit quarterly information which will include at a minimum the following information:

- Vendor name and zip code of Vendor headquarters;
- Expenditures (per quarter and cumulative);
- Expenditure description; and
- Estimates on jobs created or retained via the expenditure of these funds by the Vendor.

Additional data may be required from vendors as a result of guidance issued by OMB.

Vendors will be required to submit the ARRA data in a form and format to be determined by the New York State Education Department (NYSED). NYSED anticipates that the reporting information will be provided to Vendors no later than August 30th. There will be no additional compensation for this reporting activity and it is anticipated that the Quarterly Reporting forms will be required in both paper and electronic formats.

An employee of any non-federal employer receiving ARRA funds may not be discharged, demoted, otherwise discriminated against as a reprisal for disclosing to law enforcement and other officials information that the employee reasonably believes is evidence of:

- Gross mismanagement;
- Gross waste of covered funds;
- A danger to public health and safety;
- An abuse of authority; or
- A violation of law.

RIDER A

American Recovery & Reinvestment Act of 2009, Vendor Obligations

1. Since this agreement contains ARRA stimulus funds, the vendor will post any jobs that it creates or seeks to fill as a result of the stimulus funding. Vendors will post through the New York State Department of Labor (<http://labor.state.ny.us>, notwithstanding any other posting they might make. Any advertisements posted by the vendor for positions pursuant to this contract must indicate that the position is funded with stimulus funds. The department may waive the requirements of this section at its discretion.

2. The vendor will maintain detailed records of their expenditure of 2009 Stimulus Funds in connection with this agreement and submit reports as requested by the State of New York. The State of New York as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this agreement.

a. Optional reports may be requested at the department's discretion including:

- i.
- ii.
- iii.

3. The vendor is also responsible for holding all sub grantees to the above reporting requirements.

4. Agreement Funding	_____
a. State General Fund Dollars	_____
b. Federal Fund Dollars	_____
c. ARRA Stimulus Dollars	\$3,000,000.00
d. Other Fund Dollars	_____
Agreement Total	\$3,000,000.00

APPENDIX B
BUDGET

INDEPENDENT SECTOR HIGHER EDUCATION FACULTY DEVELOPMENT	November 2012 – June 2014	November 2012 – June 2014	
EXPENDITURE	CICU	5 Regions	Totals
PROJECT SALARIES & WAGES - <i>Estimates</i>	20 MONTHS	20 MONTHS	20 MONTHS
CICU Staff Laura Anglin, President (~5%)	\$28,000		\$28,000
CICU Staff Susan Nesbitt Perez, VP Outreach (~40%)	\$81,000		\$81,000
CICU Staff Terri Standish-Kuon, VP Administration & Communication (~10%)	\$23,000		\$23,000
CICU Staff Edi Samaniego, Director Finance and Human Resources (~5%)	\$8,000		\$8,000
Project Director (80000-90000/yr) - TBD	\$150,000		\$150,000
Coordinator (35000-38000/yr) - TBD	\$60,000		\$60,000
Finance Assistant Director (40000-45000/yr) - TBD	\$70,000		\$70,000
Intern (PT) appx 15 hrs/wk @ 12/hour for graduate student; 9/hour for undergraduate	\$15,000		\$15,000
Intern (PT) appx 15 hrs/wk @ 12/hour for graduate student; 9/hour for undergraduate	\$15,000		\$15,000
<i>Subtotal Project Salaries</i>	\$450,000		\$450,000

BENEFITS (Estimates based on benefit rate for clcu's project staff; minimum required benefits for 100% grant staff)	20 MONTHS	20 MONTHS	20 MONTHS
Social Security/Worker's Comp/Unemployment Ins/Other	\$65,785		\$65,785
Retirement (NYSTeachers/Other)			
Health and/or Dental Insurance			
<i>Subtotal Benefits</i>	\$65,785		\$65,785
TRAVEL (*NOTE: Figures based on average per diem from the 2012 2013 federal chart for selected NYS areas only)	20 MONTHS	20 MONTHS	20 MONTHS
A. CICU Sector Advisory Group Travel: (5 advisors x 1 night x 250avg/night x 4 meetings) + (5 advisors x 1 meeting x 500/transportation x 4 meetings) + (5 advisors x 1 meeting x 71 M&IE/day x 4 meetings)	\$16,420		\$16,420
B. CICU Experts Travel: (8 experts x 2 nights x 250avg/night x1 trip) + (8 experts x 1000/transportation x 1 trip) + (8 experts x 2 days x 71 M&IE x 1 meeting)	\$13,136		\$13,136
C. CICU Project Staff Travel: a. Sector Advisory Group meetings (estimates) - (3 staff x 1 night x 250avg/night x 4 meetings) + (3 staff x 1 meeting x 90/transportation x 4 meetings) + (3 staff x 1 meeting x 71 M&IE/day x 4 meetings) [\$4,932] b. Attendance at Regional Meetings (estimates) - (3 staff x 2 nights x 161avg/night x 20 meetings) + (200/transportation x 20 meetings) + (3 staff x 2 days x 65 M&IE x 20 trips) [\$31,120] c. Other oversight/PD travel (estimates) - (3 staff x 1 night x 250avg/night x 4 meetings) + (3 staff x 90/transportation x 4 meetings) + (3 staff x 2 days x 71 M&IE/day x 4 meetings) [\$5,784] d. Miscellaneous Travel and Meeting Space (4 x 1250) [5,000]	\$46,836		\$46,836
<i>Subtotal Travel</i>	\$76,392		\$76,392

SUPPLIES/MATERIALS	20 MONTHS	20 MONTHS	20 MONTHS
A. CICU: 4 computers or laptops/ 4 software/ 2 printers /ink and toner cartridges /tablet + keyboard	\$12,009		\$12,009
B. CICU: General supplies / postage for meetings, communication, work flow, printing	\$4,400		\$4,400
<i>Subtotal Supplies/Materials</i>	\$16,409		\$16,409
PURCHASED SERVICES (CONSULTANTS/CONTRACTS)	20 MONTHS	20 MONTHS	20 MONTHS
CICU DIRECT EXPENDITURES			
A. Sector Advisory Group Time (x5) = \$200/hr x 10 hrs/mo x 20 mos	\$200,000		\$200,000
B. Expert Speakers (speakers for PD): CICU experts: (8 experts x 2500avg fee/expert)	\$20,000		\$20,000
C. Online Project Communications Space Development, Copywriting and Maintenance (40000); copywriter; Site monitoring (20hrs/mo x 20 mos x 125/hr)	\$90,000		\$90,000
D. Webinars: Statewide webinar (250pplx 6 x 4 Phases) + (750 support and recording x 4 Phases)	\$9,000		\$9,000
E. Project Director's Accessibility: Phone 1 staff (20mos x 130/mo + 250 phone)	\$2,850		\$2,850
F. CICU MISC (additional experts or other contracts)	\$3,500		\$3,500
REGIONAL EXPENDITURES BILLABLE TO CICU			
STAFF			
G. REGIONS: Leaders Time: (5 regions x 107/hr x 40 hrs/mo. X 20 months)		\$428,000	\$428,000
H. REGIONS: Coordinators Time (5 regions x \$29/hr X35 hrs/wk x 80 wks)		\$406,000	\$406,000

TRAVEL			
I. REGIONS Project Staff Travel: a. (1 day trip x est.100/day transportation assuming POV or rental costs + 11avg/pp M&IE) x 20ppl/region x 5 regions x 4 meetings) [44,400] b. Regional Leadership's Travel to Statewide PD meetings - (3 staff x 3 regions x 1 night x 250avg/night x 4 meetings) + (3 staff x 3 regions x 500/transportation x 4 meetings) + (3 staff x 5 regions x 71 M&IE/day x 4 meetings) [31,260] c. Miscellaneous Travel and Meeting Space (5 x 5000) [25,000]		\$100,660	\$100,660
J. REGIONS Experts Travel/Exp: (40 experts x 2 nights x 161avg/night x 1 meeting) + (40 experts x 1000/transportation x 1 meeting) + (40 experts x 2 days x 65 M&IE x 1 meeting)		\$58,080	\$58,080
SUPPLIES			
K. REGIONS General Supplies / postage for meetings, communication, work flow, printing (210/mo x 20 mos x 5 regions)		\$21,000	\$21,000
L. REGIONS Technology for region staff (e.g., computer, printer, ink/cartridge, software) (2610 per region x 5 regions)		\$13,050	\$13,050
PURCHASED SERVICES (CONSULTANTS/CONTRACTS)			
M. REGIONS: Experts Contracts (speakers for PD): (40 experts x 2500avg fee/expert)		\$100,000	\$100,000
N. REGIONS: Webinars/Meetings (50ppl x 6/call/Region x 2 webinar/Phase x 4 Phases x 5 Regions) + (750 support and recording x 2 webinar x 4 phases x 5 Regions)		\$42,000	\$42,000
O. REGIONS: Instructional video/online modules technology/resources - appx. 20 minute segment or less for 2/Region (estimated at 2000/minute for professional product) [400000]; programming for online materials (150/hr x (276 hours development for one-hour of complex e-learning with java script/some animation/audio/video)) [207000]		\$607,000	\$607,000
P. REGIONS: MISC (additional experts or other contracts to meet grant goals)		\$20,000	\$20,000
<i>Subtotal Consultants/Contracts</i>	\$325,350	\$1,795,790	\$2,121,140

OTHER			
CICU: Space (250 x 20)+ (250 x 20)	\$10,000		\$10,000
<i>Subtotal Other</i>	\$10,000	\$0	\$10,000
TOTAL DIRECT COSTS			
	\$943,936	\$1,795,790	\$2,739,726
Indirect Costs: 9.5 %	\$89,674	\$170,600	\$260,274
TOTAL PROJECT COST			
	\$1,033,610	\$1,966,390	\$3,000,000

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

SED01 3300200

Contract No. C011046

Period: From: December 1, 2012 To: June 30, 2014 Funding Amount for Period \$3,000,000.00

In full consideration for the services to be provided by the Contractor to the State under the terms of this agreement the State agrees to reimburse the Contractor at the rates as specified in Appendix B Budget. The Contractor shall be reimbursed for approved expenditures for services provided as described in Appendix D Program Work Plan. Payments shall be made upon receipt of vouchers or invoices in a form and having a content satisfactory to the Commissioner of Education. If the Contractor has not earned such amount, the Contractor will return to the State any excess payment within thirty (30) days of the termination of this agreement. Notwithstanding the foregoing provisions of this paragraph, no further payment will be made by the State unless and until all of the services required of the Contractor have been made to the satisfaction of the Commissioner of Education. Payment by the State will be made in the ordinary course of State business upon receipt of properly prepared vouchers. The vendor will submit an invoice on a monthly basis.

Vouchers for payment should be submitted to the New York State Education Department, Bureau of Fiscal Management, PO Box 7256, Albany, New York 12224.

Information for payments processed on behalf of this Agreement is available on the Internet at
<https://wwe1.osc.state.ny.us/pay>

NEW PAYMENT REQUIREMENT

Revised 2/28/10

CONTRACT PAYMENTS. Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Contractor further acknowledges that in the event it is eligible for interest payments, such interest eligibility shall be forfeited if Contractor fails to comply with the electronic payment authorization process.

APPENDIX D

Program Workplan

The Contractor shall perform all of the work as described below in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Contract. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this agreement.

INDEPENDENT SECTOR FACULTY AND STAFF DEVELOPMENT PROJECT

CONTEXT

The Independent Sector includes more than 70 institutions that have teacher education or school leadership programs at the associate, baccalaureate and graduate levels, the largest concentration of programs in the state. With the new teacher and school leader certification tests required of all candidates in Spring 2014, faculty in the Education and Arts and Sciences schools will need a thorough understanding of the new standards that include, among other new requirements and assessments, value-added modeling, observation of teaching using Teacher Performance Assessment (TPA), and ongoing performance reviews. Understanding these changes, along with the Common Core Learning Standards, is essential for teacher and school building education programs so teacher and school leader degree candidates can be appropriately prepared for certification and performance assessments.

GOAL

To prepare for implementation of the new teacher and school building leader certification requirements and the new Common Core Curricula, this initiative seeks to support and enhance professional development (PD) activities for teacher and school leader education program and relevant arts and sciences faculty at independent institutions, including deans, department chairs, teaching and research members (full- and part-time). This will ensure they have the support and guidance needed to successfully incorporate the new teacher and school building leader requirements in their respective degree programs.

TIMEFRAME

November 1, 2012 – June 30, 2014 (20 months)

ORGANIZATION

The Project will be regionally structured with statewide coordination and support provided by the Commission on Independent Colleges and Universities (clcu) and its Sector Advisory Group. The Independent Sector's more than 70 teacher education or school leadership institutions will be assigned to one of the five (5) regions, shaped by proximity, the number of institutions in each region and the number of teacher education faculty at each institution. Each of the five regions will form a local

Regional Leadership Team responsible for coordinating the activities selected to meet the project’s overarching goals.

The following individuals and groups will undertake the Project:

- clcu – This statewide association representing the largest concentration of teacher education and school leadership programs offered in the state will provide grant coordination, organization and support including statewide PD opportunities;
- Sector Advisory Group – This small, regionally diverse set of education deans well-versed in the changes anticipated in assessment, certification and common core learning standards will set the overarching PD framework, agenda, expert menu and target deliverables;
- Regional Leadership – Each region’s appointed leader will be the direct liaison to clcu for the Region’s project implementation, providing communication to and from the region’s member institutions and to and from clcu. Further, each region’s leader will engage a coordinator to assist with communication, organization, meeting planning, budget monitoring;
- Campus Project Designee – Each institution will designate at least one faculty or administration representative with significant involvement in teacher/school leader preparation programs to act as the institution’s project contact and liaison to faculty and administration for the project. This individual will receive and respond to all communication regarding the project, including dissemination of information about the PD opportunities.

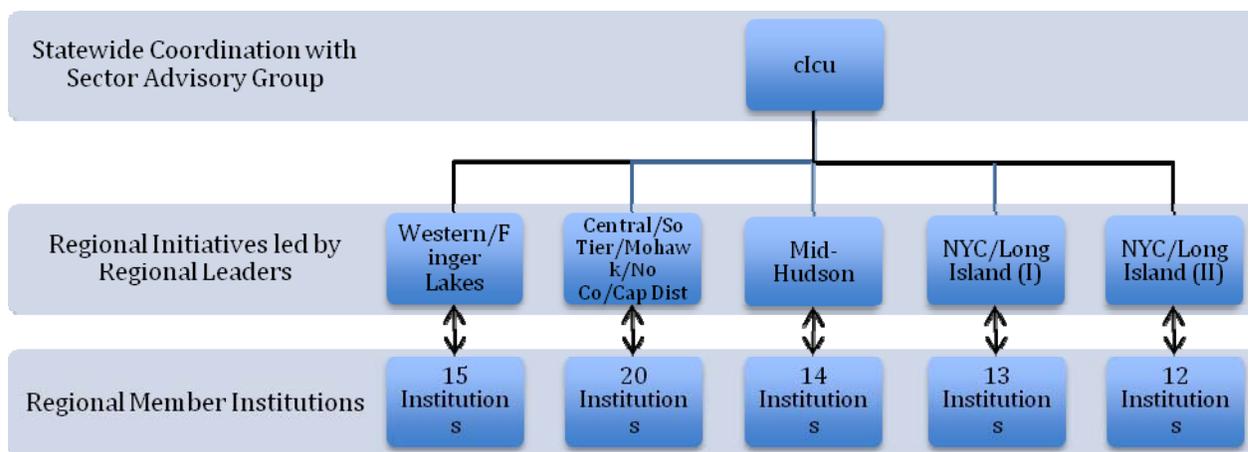


Figure 1. Independent Sector Faculty and Staff Development Project Organization

PROJECT FOCUS

With coordination provided by clcu, each Region’s Leader will organize collaborative efforts within that Region. PD activities will be available for institutions’ administration and teacher education, arts and sciences and school leadership faculty and relevant staff and K-12 educators, as appropriate. The information and materials addressing the upcoming changes to teacher certification requirements and changes to the state’s K-12 curricula that will require modification to teacher and school leader program coursework, standards and accreditation. The Project focus will be on integrating changes into teacher education and school building leader programs and providing evidence for those changes. The changes to address include:

1. Preparation of teacher and school building leader candidates for the new certification

assessments

2. Inclusion of Common Core standards in teacher education and school leader, and the relevant arts and sciences, programs
3. Incorporation of use of data and data-informed decision making and instructional choices into teacher and school leader preparation programs

SAMPLE PROJECT ACTIVITIES. clcu will determine the final mix, in consultation with Sector Advisory Group, Regional Leadership, Campus Project Contacts

- Identify key campus/school/program constituents who need to be knowledgeable about the changes that need to be made to ensure teachers and school leaders are prepared to meet the new certification requirements and assessments
- Identify of faculty experts in relevant areas (e.g., new frameworks for Educating All Students test)
- Develop courses, programs or experiences that include the new certification assessments
- Integrate teacher performance assessment rubrics and other relevant teaching frameworks into teacher preparation curricula
- Chart the skills and knowledge teacher and school leader candidates must demonstrate
- Develop and demonstrate integration of Common Core standards across subject areas
- Extend or forge new partnerships with local school districts that provide on-site opportunities for student teacher observation-based training and learning
- Adjust or redesign, in collaboration with K-12 supervising teachers, expectations for field experiences
- Develop online courses or course modules focusing on data interpretation skills for teacher preparation program courses or field experiences
- Develop video libraries and video simulations for formative instruction and assessment

IMPLEMENTATION

Through PD opportunities, research, collective and collaborative discussion and design of resources and tools, it is expected that the relevant campus administration, faculty and staff in each region's institutions of higher education will gain an understanding of the changes in teacher and school leader education certification requirements, performance assessments and learning standards and provide them with the information and tools to help them to incorporate the changes in their degree programs.

Methods by which this may be accomplished include:

- Workshops on relevant topics to development (e.g., clinically rich preparation, development of objectives, video assessments)
- Webinars
- Seminars
- Periodic meetings
- Conference calls
- On-line instructional modules
- Conferences

GRANT LEAD

clcu, the grant lead for the Independent Sector, will develop an online space to facilitate inter- and intra-Region communication, including posting of recommendations and insights about the Project's goals and activities. The site will feature the Regions' exemplars of best practices, such as videos relevant to this project, materials and research and, working collaboratively with Regional Leadership, clcu will help frame support systems that will allow ongoing access to the information. clcu will meet with Regional Leadership regularly to collect progress and needs. clcu will organize a minimum of three statewide webinars, drawing from Regional feedback and needs assessment to shape the programs.

BUDGETS AND DOCUMENTATION

Grant funds will be distributed to each Region with total grant allocations determined by the number of institutions served and the number of teacher education faculty in the Region. Each Region, coordinated by the Regional Leadership, will establish a calendar of activities that address the project's goals and a corresponding budget. Each Region's budget and calendar of activities will be submitted to clcu. That budget frame will guide the expenditures for the Region's collective and individual projects.

Reimbursement for project activities will be submitted first to the Regional Leadership for confirmation against the Region's budget and then forwarded to clcu for payment. Expenditures must include an explanation of its link to the Region's Project Budget.

The 5 Regional Leaders will collect and provide to clcu evidence of progress toward project goals from its regional member institutions according to a pre-determined schedule that anticipates the required Grant Progress Reports to NYSED.

OVERVIEW OF PROJECT EXPENDITURES

Anticipated expenditures will include travel, conference charges (e.g., meals, space rental fees, equipment rental fees), technology, salaries for project managers, supplies/materials and consultants/contracts. An estimated budget is attached. Once the five (5) Regions have established their targets and budgets, the master project budget will be readjusted, if necessary. clcu will submit clcu and all Regions' expenditures, along with expenditure explanations to NYSED, monthly. Once approved by NYSED and once payment is received by clcu, clcu will reimburse institutions for submitted project expenses. Project expenditures are expected to include:

- clcu: Expenses for project coordination and oversight, travel, online site, state-wide webinars, conferences, meetings, related supplies/materials, speaker and expert advisors' time or speaking costs and expenses (including expenses for the Sector Advisory Group).
- Regional Leaders: Allocation for regional project coordination and oversight, travel, webinars, conferences, meetings, related supplies/materials, speaker and experts speaking costs and expenses, online instructional modules.
- Regions: Allocation for regional projects to be determined with a budget submitted to clcu by each Region's leadership. Each Region's campuses would have discretion to use the funds in a way that best meets their PD and program preparation needs. Most expenses are expected to be in the contractual and supplies line. Sample expenditures might include:
 - Regional coordinator's salary and proportional amount for the Region's Leader's time
 - Salary for a multi-media specialist
 - Purchase equipment (e.g., cameras for videotaping) or other supplies for workshops that will help teacher candidates' create online portfolios to meet the new certification requirements

- Engage speakers and travel costs to address a topic relating to the grant focus

BUDGET NARRATIVE

The costs associated with each expenditure category and the rationale for the budget calculations are described below. Costs are estimated at 20 months (November 2012 – June 2014). Note that expenses within expenditure categories may shift depending on contract execution date, speed at locating staff to fill the positions and each Region's respective priorities to meet the grant's goals.

Project Salaries & Wages – Included here are only staff that are employees of the organization.

There are two types of staff working on this project: Current clcu staff who will have a portion of their time allocated to this grant's work, and 2) New Project staff hired specifically for the grant.

Current clcu staff

Current clcu staff will provide oversight and expertise to the institutions and staff directly involved in the grant and to the larger clcu membership facilitating communication and project guidance. clcu staff also directly responsible for monitoring project deliverables, budgets, expenditures and grant reporting. clcu staff include: clcu President Laura Anglin at approximately 5%; Susan Nesbitt Perez, Vice President for Outreach and Financial Aid at approximately 40 percent; Terri Standish-Kuon, Vice President for Communications and Administration at 10 percent; Edi Samaniego, Director of Finance and Human Resources at 5 approximately percent.

New grant staff

To assist with the proposed project's implementation, we will hire a Project Director who will be the direct liaison to the five Regions' leadership staff, attending as many of the regional meetings and events as possible; coordinating with the Sector Advisory Group, and planning and arranging for the scheduled professional development speakers, meetings, webinars, online and other resources. A project coordinator will be tasked with assisting the Project Director in those tasks. responsible for direct contact to the five Regions established in this project. An assistant finance director, with experience in accounting or finance will be hired to monitor all expenditures and compile the monthly invoices for the project. Two student interns are budgeted to assist with the project's organization, meeting and travel planning, resources and materials compilation and dissemination. The individuals described above will be hired at a rate consistent with clcu hiring ranges and commensurate with experience. The ranges available are Project Director (80000-90000); Coordinator (35000-38000); Finance Assistant (40000-50000). The student interns will be part-time, hourly at a rate up to 12/hour depending on their education level and availability.

Benefits

Estimates based on benefit rate for clcu's fringe benefit rate for clcu allocated project staff. There are two rates for 2012-2013: the rate for the President at 14.11 percent and the rate for other staff that figure on the grant at 31.77 percent. For staff hired specifically for this project (those paid 100% with grant funds), the benefits reflect: FICA, worker's comp, social security, medicare, state unemployment taxes, short-term disability insurance (STD), group travel insurance.

Travel

NOTE: Figures based on average per diem from the 2012-2013 federal chart for selected NYS areas only.

Calculations are based on the FY 2013 Per Diem rates for New York State published October 2012 (<http://www.gsa.gov/portal/category/100120>). To estimate the travel expenditures for the grant, we selected the rates for the major metropolitan areas within each of the grant's five targeted regions. In the grant's Western/Finger Lakes region, we selected Buffalo as that region's primary destination for travel. For the Central/Southern Tier/Mohawk/North County/Capital District region, we selected Albany as the primary destination for travel for that region. For the Mid-Hudson region, we calculated travel estimates using Poughkeepsie as the primary destination for regional meetings. The two downstate regions are 1) Bronx and Manhattan, and; 2) Kings, Queens, Staten Island, Nassau, Suffolk. For both of those regions, New York City rate was used. Because the lodging per diem rate for New York City ranges from \$204 to \$295 per night, depending on the time of the year of the travel, this budget used an average rate of \$250 per night. However, the reimbursement rate will be that in effect at the time of the travel.

The travel costs for this project include travel for: (A) Sector Advisory Group; (B) Invited Experts/Professionals for statewide presentations; (C) clcu Project Staff.

A. Sector Advisory Group Travel

The project includes up to five (5) Sector Advisors who represent the diversity of the Sector and who are prominent in their field and are well-versed in the changes anticipated in assessment, certification and Common Core learning standards. Travel for the Sector Advisory Group is budgeted for a minimum of one meeting in every Phase of the proposed project (4 Phases). The travel costs are estimated, using FY2013 Per Diem rates¹, for a two-day, one night trip to New York City (the likely location of the meeting). Efforts will be made to secure a state-negotiated rate if accessible to a non-government employee. Travel costs will only be reimbursed up to the allowable rates published on the GSA website(<http://www.gsa.gov/portal/category/100120>).

B. clcu Invited Experts/Professionals Travel

clcu will invite up to eight (8) Education Experts over the course of the grant for statewide conferences or webinars with the format to be determined in consultation with the Sector Advisory Group and the availability of the Experts/Professionals. Travel for the statewide Experts/Professionals is estimated, using FY2013 Per Diem rates, for a three-day, two-night trip to New York City (the likely location of the meeting). Efforts will be made to secure a state-negotiated rate if accessible to a non-government employee. Travel costs will only be reimbursed up to the allowable rates published on the GSA website (<http://www.gsa.gov/portal/category/100120>).

C. clcu Project Staff

clcu staff will travel to Sector Advisory Group meetings; to regional meetings and to other grant oversight meetings and statewide clcu-organized PD as needed. Efforts will be made to secure a state-negotiated rate if accessible to a non-government employee. Travel costs will only be reimbursed up to the allowable rates published on the GSA (<http://www.gsa.gov/portal/category/100120>).

a. clcu staff estimated travel to the Sector Advisory Group meetings is budgeted for a minimum of one meeting in every Phase of the proposed project (4 Phases). The travel costs are estimated for a two-day, one night trip to New York City (the likely location of the meeting) for three staff at each meeting. Transportation is estimated at 90 per trip for train, subway/cab.

b. clcu staff travel (estimated 3 staff per trip) to Regional Meetings is budgeted for 20 trips in total

¹ Note that adjustments to the budget may need to be made when the federal rates are set next October 1 for FY2014.

- (approximately 4 to each region over the course of the grant). The travel costs are estimated for 20 three-day, two night trips using an average federal FY2013 lodging rate for the five regions (100/104/99/250/250 divided by 5 regions). Transportation is estimated at 200 per trip for either state rental car for three days, gas, tolls, parking or train, subway/cab. The M&IE costs are estimated similarly (56/61/66/71/71 divided by 5 regions).
- c. Other grant oversight meetings and statewide clcu-organized PD travel for clcu staff is budgeted for four trips for a two-day, one night trip to New York City (the likely location of the meeting) for statewide conferences or webinars with the format to be determined in consultation with the Sector Advisory Group and the availability of the Experts/Professionals.
 - d. A miscellaneous amount for grant-related, approved travel and meeting space costs, if required, is calculated at 1250 per Project Phase.

Supplies and Materials

- A. This category includes computers (4) for each of the clcu project staff (director, assistant grant finance, coordinator, intern), software (e.g., Microsoft office, Adobe Professional, FileMaker, Entourage mail, QuickBooks for one computer), printers, ink/toner, tablet for travel. (Total estimated cost is 12009). Purchases will be made using CICU's state contract or equivalent.
- B. Also included are postage, shipping costs, printing for meetings, meeting materials (folders, binders) estimated at 220/month over the course of the grant (estimated cost for 20 months is 4400).

Purchased Services (Consultants/Contracts)

CICU Direct Purchased Services

- A. Sector Advisory Group Time
The Sector Advisory Group members are expert consultants who will provide 10 hours a month to the project at the rate of 200/hour. The rate is based on the assumption that the Advisory Group members' time is equivalent to that of an expert speaker as described below (appx. 200/hr for a 12-hour time commitment).
- B. Expert Speakers (speakers for PD)
Speaker (Expert) cost is based on research and historic clcu speaker contractual expenses. Research shows that expert speakers' fees range from 1000 to more than 10000 depending on speaker reputation. clcu's historic experience contracting expert speakers for our annual meetings has ranged up to 2500 per speaking engagement. Using that figure in the budget, we have estimated that clcu will spend 2500 per speaker. The figure is approximate and may be more or less depending on the particular expert's fee.
- C. Online Project Communications Space Development, Copywriting and Maintenance
Costs budgeted here encompass the development (design and copywriting) and launch of the Online Project Communication space and its maintenance to enable sharing of materials and resources. Estimated cost for design, development, programming, editing and monitoring of the site are based on recent quotes obtained from vendors for clcu websites (40000 + 125/hr for copywriting and site maintenance for approximately 25 hours/month).
- D. Webinars/Meetings
For clcu's statewide webinar, the project proposes a minimum of one (1) statewide professional development meeting/webinar per Phase to be determined in consultation with the Sector Advisory Group and Regional Leadership. The budget figure assumes an estimated attendance of 10% from each of the five Regions at each of the webinars – approximately 250 per meeting/webinar. Cost for that level of attendance figures is based on historic clcu webinar

experiences: \$6/person (10 cents a caller per minute for 60 minutes for a one hour webinar) and real-time technical support and recording of the session at \$750.

E. Project Director's Accessibility

A new phone and data plan service will be purchased for the clcu Project Director so that s/he is accessible during grant-related travel as described above. The cost is estimated based on current clcu senior staff monthly phone service charges.

F. CICU Miscellaneous

We have allocated a small amount for miscellaneous needs relating to fulfillment of grant deliverables. Although we have tried to anticipate every scenario there is a possibility that some needs have under estimated today for services that will be provided in 2014, for example.

REGIONAL Expenditures Billable to CICU – all categorized as CICU Purchased Services

REGIONS: Expenditures related to Regional Staff

G. Regional Leaders' Time

Each Region will have an appointed leader who is the direct liaison to clcu for the Region's project implementation, providing communication to and from the region's member institutions and to and from clcu. Each of the five regional leaders are providing 40 hours a month to the project at the rate of 107/hour. The rate is based on the assumption that the Regional Leaders' time is equivalent to that of a principal leader in an organization such as a School or Department of Education. Bureau of Labor Statistics May 2011 data show a \$107 hourly mean wage for such an individual in the New York City metropolitan area.

H. Regional Coordinators' Time

Each region's leader will engage a coordinator to assist with communication, organization, meeting planning, budget monitoring. A region's coordinator will provide approximately 35 hours a week to the project at the suggested rate of 29/hour over the 20 months. The rate is based on the assumption that the Regional Coordinators' time is equivalent to that BLS 2011 occupational category of instructional coordinator who coordinates educational content and incorporates current technology in specialized fields that provide guidelines to educators and instructors for developing curricula and conducting courses. BLS 2011 shows a \$29 hourly mean wage for such an individual in the New York City metropolitan area.

Expenditures related to Regional Travel

Includes travel for a) Regional Leadership staff and In-Region institution representatives; b) Invited professionals/experts for in-Region presentations

I. Regional Project Staff Travel: Leadership Staff and In-Region Institution Representatives'
Reimbursable Travel within state travel guidelines

- a. Each Region will host a minimum of four (4) regional meetings (a estimated total of 20 across all five Regions). The travel costs per Region are estimated for one-day travel for approximately 20 people/meeting using an estimate for POV or rental vehicle costs at \$100/day. Also, budgeted is an average cost per person (20/Region/meeting) for M&IE at \$11/pp.
- b. Regional Leadership's Travel to statewide professional development meetings or webinars with format to be determined in consultation with the Sector Advisory Group and the availability of the Experts/Professionals. Each Region's Leadership Staff (up to 3 representatives; i.e. Regional Leader, Coordinator, Administrative Assistant or other regional appointee) will attend up to four (4) one night, two days trips to New York City (the likely location for the meeting). Transportation is estimated at \$500 per trip for either state rental

car for three days, gas, tolls, parking, flight or train, subway/cab. The M&IE costs are estimated at \$71/day. Note that for lodging and transportation calculations were based on 3 Regions staff since it is assumed that the downstate Regions may commute.

- c. A miscellaneous amount for grant-related, approved travel and meeting space costs if required is included for each Region calculated at \$5,000 for each Region

J. Regional Invited Professionals/Experts In-Region Travel

Each Region will invite up to eight (8) Education Experts (for an estimated 40 Experts/Professionals) over the course of the grant for a regional conference or webinar professional development with the format to be determined by each region in consultation with Regional Leadership, Institutions' Project Designees, Relevant Campus Faculty/Administrators and the availability of the Experts/Professionals. Travel for the Regional Experts/Professionals is estimated for a three-day, two-night trip using an average federal FY2013 lodging rate for the five regions (100/104/99/250/250 divided by 5 regions). The M&IE costs are estimated similarly (56/61/66/71/71 divided by 5 regions). M&IE costs will only be reimbursed up to the allowable rates published on the GSA website (<http://www.gsa.gov/portal/category/100120>).

Expenditures related to Regional Supplies

- K. Region General Supplies: This category includes postage, shipping costs, printing for meetings, meeting materials (folders, binders) estimated at 210/month over the course of the grant.
- L. Region Technology: This category includes technology for Region staff. For example, a computer, printer, ink/cartridge, software for each Region (5).

Expenditures related to Regional Purchased Services (Consultants/Contracts)

- M. Regions' Speaker (Expert) cost is based on research and historic clcu speaker contractual expenses. Research shows that clcu's expert speakers' fees range from 1000 to more than 10000 depending on speaker reputation. clcu's historic experience contracting expert speakers for our annual meetings has ranged up to 2500 per speaking engagement. Using that figure in the budget, we have estimated that each Region will spend approximately 2500 per speaker for 8 speakers per Region over the course of the grant. The figure is approximate and may be more or less depending on the particular expert's fee.
- N. Webinars/Meetings: For the Regions' webinars, the project proposes a minimum of two professional development meeting/webinar per Phase per Region to be determined in consultation with each Region's members. The budget figure assumes an estimated attendance of 50 per meeting/webinar. Cost for that level of attendance figures is based on historic clcu webinar experiences: \$6/person (10 cents a caller per minute for 60 minutes for a one hour webinar) and real-time technical support and recording of a session at \$750.
- O. Regional Instructional Video/Online Modules technology/resources: The proposal contemplates the Regions each developing resources/materials both online and video. They will have flexibility to develop what is most relevant and needed for their respective communities. The budget reflects estimates to provide a sense of direction for the activity's costs. The video libraries, video simulations for formative instruction and assessment. For an approximately 20-minute long instructional video using appropriate technology/resources, the cost is budgeted at 2000/minute to produce a professional product. For interactive online programming we estimate planning and html programming at 150/hr x 276 hours development for approximately one-hour of complex e-learning with java script/some animation/audio/video per Region.

P. Regional Miscellaneous

We have allocated a small amount for miscellaneous needs relating to fulfillment of grant deliverables. Although we have tried to anticipate every scenario there is a possibility that some needs may be underestimated. This amount is intended to adjust for unanticipated cost increases, if any.

Other

A small amount is allocated for desk space in clcu offices on the first floor (at \$250/month for the 20 months) and on the second floor (at \$250/month for the 20 months) for the additional grant staff.

REPORTING

clcu will provide NYSED with monthly expenditure reports that will include brief summaries describing the reported expenditures. It is understood that funds will be distributed on a reimbursement basis upon submission of the monthly reports demonstrating satisfactory progress toward the Project’s goals and schedule of deliverables. In addition, biannual progress reports, in templates to be provided by NYSED, will be submitted per an established schedule [e.g., January 31, 2013 (report of expenditures incurred through December 31, 2012), July 31, 2013 (report of expenditures incurred through June 30, 2013), January 31, 2014 (report of expenditures incurred through December 31, 2013), July 31, 2014 (report of expenditures incurred through June 30, 2014)].

PROJECTED TIMELINE OF ACTIVITIES

A Timeline of the Project’s Activities appears below:

INDEPENDENT SECTOR FACULTY AND STAFF DEVELOPMENT PROJECT		
Phase I	November 2012 – December 2012 (2 months)	
GOALS: Project Awareness and Organization; Establish Regional Frameworks		
Prospective Activities (suggested)	Participants	Target Timeline

<ul style="list-style-type: none"> • clcu surveys member Teacher Education Institutions to collect information about status of integration of information about new certification requirements, Common Core Standards, data-enhanced instruction skills; collect faculty expertise; also, request designation of a campus contact for the project • Designate Sector Advisory Group members (deans who are well-versed in the changes anticipated in assessment, certification and common core learning standards); schedule meeting of Group to articulate for the Sector the overarching PD framework, agenda, menu of experts and target deliverables • With information gleaned from Sector survey, outline statewide PD conference agendas and begin to schedule and promote dates for statewide webinars 	<p>clcu, clcu Member institutions' CEOs, School of Education Deans</p> <p>clcu, Sector Advisory Group</p> <p>clcu, Sector Advisory Group</p>	<p>November-December</p> <p>November-December</p>
<ul style="list-style-type: none"> • Identification of Regional Leadership; meeting of Regions' Leadership with clcu 	<p>clcu, Sector Advisory Group, Regional Leadership representatives</p>	<p>November</p>
<ul style="list-style-type: none"> • Development of Regions' Project Plans and corresponding budgets guided by clcu and Sector Advisory Group's recommended activities, suggested speakers and schedule of events • Minimum 1 local meeting/Region for regional PD, campus PD and project planning • Regional Project Plans and budgets are submitted to clcu; clcu reviews plans and budgets in collaboration with Sector Advisory Group; Regional Plans are posted on dedicated project online Project Communication space 	<p>Regional Leadership, Regions/Institutions</p> <p>Regions/Institutions, Regional Leadership</p> <p>clcu, Sector Advisory Group</p>	<p>November - December</p>
<ul style="list-style-type: none"> • Launch of online Project Communication space • Increase and continue promotion of Project activities to Regional Leadership and to member institutions 	<p>clcu</p>	<p>November - December</p>
<ul style="list-style-type: none"> • Regions report project implementation progress to clcu; clcu prepares Phase I report for submission to NYSED 	<p>Regions/Institutions, Regional Leadership, clcu</p>	<p>Regions' Progress Reports due to clcu in December*</p>

Phase II	January 2013 – June 2013 (6 months)
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GOALS: PD Programming		
Prospective Activities (suggested)	Participants	Target Timeline
<ul style="list-style-type: none"> • clcu compiles Phase I report for NYSED including progress reports from Regional Leadership and Sector Advisory Group's assessment of project's advancement toward goals • clcu submits Phase I report to NYSED* 	clcu, Regional Leadership, Sector Advisory Group	January January 31, 2013*
<ul style="list-style-type: none"> • Implementation of Regions' Project Plans 	Regional Leadership, Regions' Campus Project Designees, Relevant Faculty/Administrators	January – Grant End
<ul style="list-style-type: none"> • Periodic, scheduled project progress update meetings for Regional Leadership and Coordinators with clcu 	Regional Leadership/Regions' Coordinators, clcu	Minimally every month and a half, January – June
<ul style="list-style-type: none"> • Continue promotion of Project activities to Regional Leadership and to member institutions 	clcu	January - June
<ul style="list-style-type: none"> • Within each Region: minimum 2 local meetings for project coordination with Region's Campus Project Designees and for scheduled PDs/webinars/meetings; participation of campus faculty/administrators attending the PD webinars/meetings will be noted 	Regional Leadership, Majority of the Regions/Institutions' Campus Project Designees, Relevant Campus Faculty/Administrators	Minimum 2 local meetings/PDs
<ul style="list-style-type: none"> • Minimum 1 statewide PD webinar/meeting on a topic to be determined in consultation with Sector Advisory Group and Regional Leadership; participation of campus faculty/administrators attending the PD webinars/meetings will be noted 	clcu, Sector Advisory Group, Regional Leadership, Regions/Institutions' Campus Project Designees, Relevant Campus Faculty/Administrators	Minimum 1 statewide PD – date to be determined
<ul style="list-style-type: none"> • Minimum 1 meeting for clcu and Sector Advisory Group to assess project progress, PD program, and materials development for online space 	clcu, Sector Advisory Group	May or June (TBD)
<ul style="list-style-type: none"> • As scheduled, Regions report project implementation progress to clcu; clcu prepares Phase II report for NYSED 	Regional Leadership and Coordinators with Campus Project Designees, clcu	Progress Reports due to clcu in June*

Phase III	July – December 2013 (6 months)	
GOALS: Programming/Outcomes Evidence		
Prospective Activities (suggested)	Participants	Target Timeline
<ul style="list-style-type: none"> • clcu compiles Phase II progress report to NYSED including progress reports from Regional Leadership and Sector Advisory Group's assessment of project advancement toward project's PD goals • clcu submits Phase II report to NYSED* 	clcu, Regional Leadership, Sector Advisory Group	July July 31, 2013*
<ul style="list-style-type: none"> • Ongoing Regional Project Plan Development as outlined in each Region's Plan, with additional focus on posting developed 'shareable' materials and resources on the online Project Communication space 	Regional Leadership, Regions' Campus Project Designees, Relevant Faculty/Administrators	July – Grant End
<ul style="list-style-type: none"> • Within each Region: minimum 2 local meetings for project coordination with Region's Campus Project Designees, scheduled PD webinars/meetings; participation of campus faculty/administrators attending the PD webinars/meetings will be noted – additional faculty/administrator participation is expected 	Regional Leadership, Majority of the Regions/Institutions' Campus Project Designees, Relevant Campus Faculty	Minimum 2 local meetings/PDs
<ul style="list-style-type: none"> • Minimum 1 statewide PD webinar or meeting on a topic to be determined in consultation with Sector Advisory Group and Regional Leadership; participation of campus faculty/administrators attending the PD webinars/meetings will be noted 	clcu, Sector Advisory Group, Regional Leadership, Regions/Institutions' Campus Project Designees, Relevant Campus Faculty/Administrators	Minimum 1 statewide PD – date to be determined
<ul style="list-style-type: none"> • Periodic, scheduled project progress update meetings for Regional Leadership and Coordinators with clcu 	Regional Leadership/Regions' Coordinators, clcu	Minimally every month and a half, July – December
<ul style="list-style-type: none"> • Minimum 1 meeting for clcu and Sector Advisory Group to assess progress, speaker engagement, materials development for online space 	clcu, Sector Advisory Group	August or September (TBD)
<ul style="list-style-type: none"> • Continue regular promotion of Project activities to Regional Leadership and to member institutions 	clcu	July - December
<ul style="list-style-type: none"> • As scheduled, Regions report project implementation progress to clcu; clcu prepares Phase III report for NYSED 	Regional Leadership and Coordinators with Campus Project Designees, clcu	Progress Reports due to clcu in December*

Phase IV	January – June 2014 (6 months)	
GOALS: Programming/Outcomes Evidence/Project Completion		
Prospective Activities (suggested)	Participants	Target Timeline
<ul style="list-style-type: none"> • clcu compiles Phase III progress report to NYSED including progress reports from Regional Leadership and Sector Advisory Group’s assessment of project advancement toward project’s goals • clcu submits Phase III report to NYSED* 	clcu, Regional Leadership, Sector Advisory Group	<p>January</p> <p>January 31, 2014*</p>
<ul style="list-style-type: none"> • Ongoing Regional Project Plan Development as outlined in each Region’s Plan, including posting developed ‘shareable’ materials and resources on the online Project Communication site • Regions review Project Plans to assess progress and final steps needed to reach goals 	Regional Leadership and Coordinators, Regions’ Campus Project Designees, Relevant Faculty/Administrators	<p>January – Grant End</p> <p>January</p>
<ul style="list-style-type: none"> • Within each Region: minimum 2 local meetings for project coordination, final Project review with Region’s Campus Project Designees, and scheduled PD webinars/meetings; participation of campus faculty/administrators attending the PD webinars/meetings will be noted – additional faculty/administrator participation is expected 	Regional Leadership, Majority of the Regions/Institutions’ Campus Project Designees, Relevant Campus Faculty	January - June
<ul style="list-style-type: none"> • Minimum 1 statewide PD webinar or meeting on a topic to be determined in consultation with Sector Advisory Group and Regional Leadership; participation of campus faculty/administrators attending the PD webinars/meetings will be noted 	clcu, Sector Advisory Group, Regional Leadership, Regions/Institutions’ Campus Project Designees, Relevant Campus Faculty/Administrators	Minimum 1 statewide PD – date to be determined
<ul style="list-style-type: none"> • Continue promotion of Project activities to Regional Leadership and to member institutions 	clcu	January - June
<ul style="list-style-type: none"> • Periodic, scheduled project progress update meetings for Regional Leadership and Coordinators with clcu 	Regional Leadership/Regions’ Coordinators, clcu	Minimally every month and a half, July – December
<ul style="list-style-type: none"> • Minimum 1 meeting for clcu and Sector Advisory Group to assess progress, speaker engagement, materials development for online space 	clcu, Sector Advisory Group	January (TBD)
<ul style="list-style-type: none"> • Regions report project implementation progress to clcu; clcu prepares Phase IV report for NYSED 	Regional Leadership and Coordinators with Campus Project Designees, clcu	Progress Reports due to clcu in June*
<ul style="list-style-type: none"> • Final Project review meeting 	clcu, Sector Advisory Group	May or June

<ul style="list-style-type: none"> • clcu compiles Phase IV progress report to NYSED including progress reports from Regional Leadership and Sector Advisory Group's final assessment of project outcomes • clcu submits Phase IV report to NYSED* 	<p>Regional Leadership and Coordinators with Campus Project Designees</p> <p>clcu, Regional Leadership, Sector Advisory Group</p>	<p>June – July</p> <p>July 31, 2014*</p>

APPENDIX X
SAMPLE DO NOT SIGN
Modification Agreement Form

11000

Contract No.

Period: From:

To:

Funding Amount for Period \$

This is an AGREEMENT between the People of the State of New York, acting through John B. King, Jr., Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the STATE, and _____, party of the second part, hereinafter referred to as the CONTRACTOR, for modification of Contract No. , as amended in attached Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

SAMPLE DO NOT SIGN

The People of the State of New York
John B. King, Jr.
Commissioner of Education

By _____

By _____

Name Printed

Richard J. Trautwein
Alison B. Bianchi
Mary Ellen Clerkin
Authorized Contract Officers

Title: _____

Date: _____

Date: _____

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK)
) SS:

County of _____)

On this ___ day of _____, 20___, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary) _____

STAMP

APPROVED

Office of the State Comptroller