



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK /
ALBANY, NY 12234

FISCAL MANAGEMENT 89 Washington Avenue – Room 505W EB, Albany, NY 12234
Phone: 518 474-1298
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January 22, 2015

Ms. Susan Nesbitt Perez

Commission on Independent Colleges and Universities
17 Elk Street P.O. Box 7289
Albany, NY 12224

Dear Ms. Nesbitt Perez:

Enclosed herewith is an executed and approved copy of the amendment to the agreement between this Department and Commission on Independent Colleges and Universities, Contract No. C011046.

Sincerely,

Lynn Caruso
Contracts Administrator

Enclosures

cc: Melissa Greene
Nancy Chacho

APPENDIX X

Modification Agreement Form

SED 01

Procurement: 3300200

Period: From: December 1, 2012 To: June 30, 2015

Contract No. C011046

Funding Amount for Period: \$4,000,000.00

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 Commission on Independent Colleges and Universities, party of the second part, hereinafter referred to as the CONTRACTOR, for modification of Contract No. C011046.

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.

The purpose of this amendment is to extend the contract term through June 30, 2015, increase the contract value by \$1,000,000.00 and amend its scope and budget. The Appendix A, Standard Clauses for NYS Contracts as revised January 2014 and the Appendix A-1 revised in June 2014 are also herein made part of this agreement. All other provisions of said AGREEMENT shall remain in full force and effect.

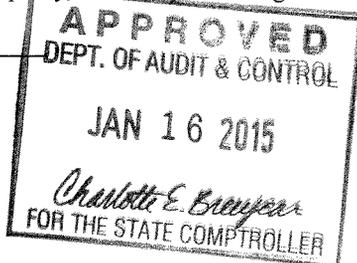
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

<p>Commission on Independent Colleges and Universities</p> <p>By <u><i>[Signature]</i></u> <u>LAUREL ANGLIN</u> Name Printed</p> <p>Title: <u>President</u></p> <p>Date: <u>12/9/14</u></p>	<p>THE PEOPLE OF THE STATE OF NEW YORK John B. King, Jr. Commissioner of Education</p> <p>By <u><i>[Signature]</i></u></p> <p>Richard J. Trautwein Alison B. Bianchi Mary Ellen Clerkin Authorized Contract Officers</p> <p>Date: <u>12.18.14</u></p> <p><u>State Agency Certification:</u> 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.</p>
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STATE OF NEW YORK)
) SS:
County of ALBANY

On this 9th day of December 2014 before me the undersigned personally appeared LAUREL ANGLIN 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) Jill C. Keyes



STAMP

JILL C. KEYES
Notary Public, State of New York
Qualified in Rensselaer County
Commission Expires May 31 2015
Reg. #01KE4613018

APPROVED

Office of the State Comptroller

December 9, 2014

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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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 to 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regsg/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January 2014

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.

Responsibility Provisions

- A. **General Responsibility Language**
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. **Suspension of Work (for Non-Responsibility)**
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may

resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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 is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. 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.

Rev. June 2014

Appendix B-1 Budget

INDEPENDENT SECTOR HIGHER EDUCATION FACULTY DEVELOPMENT		July 2014 – June 2015	July 2014 – June 2015	July 2014 – June 2015	July 2014 – June 2015
BUDGET for FY 2014-2015 (12 months)	original contract	No Cost Modification NCE CICU	No Cost Modification NCE Regions	NEW Funding	Totals
PROJECT SALARIES & WAGES - Estimates					
CICU Staff Laura Anglin, President (~.10)	28,000	\$ 33,600			\$ 33,600
CICU Staff Susan Nesbitt Perez, VP Outreach (~.45)	81,000	\$ 58,000			\$ 58,000
CICU Staff Terry Standish-Kuon, VP Admin & Comm.	23,000				
CICU Staff Edi Samaniego, Director Finance, Human Resources (~.15)	8,000	\$ 12,100			\$ 12,100
CICU Staff Jon Campano Technology & Resource Assistant (~.15)	0	\$ 6,200			\$ 6,200
Project Director (96000/yr) (100%), hourly	150,000	\$ 96,000			\$ 96,000
Coordinator	60,000				
Administrative Assistant (35000/yr) (100%), hourly	0	\$ 18,500		\$16,500	\$ 35,000
Finance Assistant Director (100%) Part-time, hourly @ ~.75FTE	70,000	\$ 26,100			\$ 26,100
Intern(s) (PT) appx 20 hrs/wk @ 12/hour for graduate student; 9/hour for undergraduate	30,000	\$ 10,000			\$ 10,000
Subtotal Project Salaries	450,000	\$260,500	\$0	\$16,500	\$277,000
BENEFITS (Estimates based on benefit rate for cicu's project staff; minimum required benefits for 100% grant staff)					
Social Security/Worker's Comp/Unemployment Ins/Other; Retirement; Health and/or Dental Insurance at Benefit Rate of 14.44% for CICU President; 30.17% for other CICU Staff	65,785	\$ 42,500			\$ 42,500
Subtotal Benefits	65,785	\$ 42,500	\$ -	\$ -	\$ 42,500
TRAVEL (*NOTE: Figures based on average per diem from the FY2014 federal chart for selected NYS areas only)					
A. CICU EAG Travel: Up to 7 EAG x 2 mtgs. x 3 EAG travel overnight + local EAG travel	?	\$ 1,000			\$ 1,000
A. CICU Sector Advisory Group Travel	16,420				
B. CICU Experts Travel	13,136				
C. CICU Project staff travel	46,836				
B. CICU Project Staff Travel: a. CICU to EAG meetings (estimates) = (2 staff @ train \$79x2 RT + \$5 subway + \$4 mileage + \$7 parking) x 2 meetings [\$700] b. CICU to Regional Meetings (estimates) = 2 staff (SYR: @ \$38x2 rental car + \$6.20*2 tolls+ 2*3.36 mileage to rental + RT 300/30mpg * 3.87/gallon + 2*96 hotel)+ (BUF: @ \$38x2 rental car + \$12.85*2 tolls+ 2*3.36 mileage to rental + RT 606/30mpg * 3.87/gallon + 2*107 hotel) + (MID: @ \$38x2 rental car + \$3.85*2 tolls+ 2*3.36 mileage to rental + RT 222/30mpg * 3.87/gallon + 2*139 hotel) + (NYC-1: 2*(79*2 train +5 subway +4 mileage +14 parking +267 hotel)) + (NYC-2/LI: (2*(79*2 train +19 LIRR + 4 mileage + 14 parking + 267 hotel + 30 taxi)) [3000] c. CICU to Institution Visits (est.) = 2 staff estimated for 3 3-day trips to 3 Regions and 2 2-day trips to 2 Regions [11000] d. Other CICU Travel to Mid-Year Conferences, PD, Conferences, miscellaneous travel [2135]	?	\$ 3,835		\$ 11,000	\$ 14,835

INDEPENDENT SECTOR HIGHER EDUCATION FACULTY DEVELOPMENT		July 2014 – June 2015	July 2014 – June 2015	July 2014 – June 2015	July 2014 – June 2015
BUDGET for FY 2014-2015 (12 months)	original contract	No Cost Modification NCE CICU	No Cost Modification NCE Regions	NEW Funding	Totals
C. NYSED Priority Area Extending P-20 Collaboration: Independent Sector NTI Representatives travel to NTI meetings 3x/year x 3 representatives (estimated travel/hotel)				\$ 3,500	\$ 3,500
Subtotal Travel	76,392	\$4,835	\$0	\$14,500	\$ 19,335
SUPPLIES/MATERIALS					
4 computers/laptops/4 software/2 printers/ink/toner/tablet + keyboard	12,009				
A. CICU: General supplies / postage for meetings, communication, work flow, printing, Toner/ink; office supplies for meetings/postage; software updates, technology	4,400	\$ 3,000			\$ 3,000
B. CICU: Resources for Institution Meeting Packets (NEW). Statewide conferences and sector meetings (binders and materials); purchase of EAS, ALST,A6 multi-subject content speciality tests [~75 copies ea.]		\$ 10,779		\$ 4,121	\$ 14,900
Subtotal Supplies/Materials	16,409	\$ 13,779	\$ -	\$ 4,121	\$ 17,900
PURCHASED SERVICES (CONSULTANTS/CONTRACTS)					
CICU DIRECT EXPENDITURES					
A. Expert Advisory Group Time: 7 EAG*200/hr*2 hrs mo x 9	200,000	\$ 25,200			\$ 25,200
B. Expert Speakers (speakers for PD meetings/3 conferences/webinars) estimated @ ~\$3,000/expert	20,000	\$ 45,000			\$ 45,000
C. Online Project Communications Space Dev., Copywriting & Maintenance; copywriter, site monitoring	90,000				
C. Project Website: Web hosting @250/mo + \$10000 restructure, maintenance, improvements and enhancements	0	\$ 13,000			\$ 13,000
D. Webinars: \$1,200/webinar for service, tech support & phone based audio and calling: minimum 3 webinars (estimate)	9,000	\$ 4,250			\$ 4,250
E. Project Director's Accessibility: Phone 1 staff (12mos x 129/mo)	2,850	\$ 1,550			\$ 1,550
F. Meetings/Conferences: Space & tech rental (est. 2 x 3000; 1 x 6000)	0	\$ 12,000			\$ 12,000
G. CICU MISC (additional experts or other contracts)	3,500	\$ 4,170			\$ 4,170
H. NYSED Priority Area Extending P-20 Collaboration: Independent Sector NTI representatives (Fee at 3500x3); webinar costs				\$ 12,121	\$ 12,121
I. Institution Allocations (avg. 7200/institution)				\$ 425,000	\$ 425,000
J. Institution Allocations for NYSED Priority Areas (appx. 7800/institution)				\$ 441,000	\$ 441,000
REGIONAL EXPENDITURES BILLABLE TO CICU					
A. Region Leaders Time	428,000				
B. Regions Project Staff Travel	100,660				
C. Region Experts travel	58,080				
Supplies: General	21,000				
Supplies: Technology	13,050				
Purchased Services: Speakers	100,000				

INDEPENDENT SECTOR HIGHER EDUCATION FACULTY DEVELOPMENT		July 2014 – June 2015	July 2014 – June 2015	July 2014 – June 2015	July 2014 – June 2015
BUDGET for FY 2014-2015 (12 months)	original contract	No Cost Modification NCE CICU	No Cost Modification NCE Regions	NEW Funding	Totals
Purchased Services: Webinars	42,000				
Purchased Services: Instructional Video	607,000				
Purchased Services: Misc	20,000				
A. EAG Region Advisors: 5 EAG*200/hr*8 hrs/mo x 9			\$ 72,000		\$ 72,000
B. Region Staff & associated benefits @ ~\$6000/mo/Region			\$ 360,000		\$ 360,000
C. Each of 5 Regions' allocated funds for implementation, PD programming, project-specific consultants/expert presenters' fees, webinars, space, supplies; travel to regional meetings/conferences, statewide conferences, Regional Leadership travel, faculty travel to October edTPA Conference & NYACTE/NYSATE			\$ 338,000		\$ 338,000
Subtotal Consultants/Contracts	2,121,140	\$ 105,170	\$ 770,000	\$ 878,121	\$ 1,753,291
OTHER					
CICU: Space (250 x 12)+ (250 x 12)	10,000	\$ 6,000			\$ 6,000
Subtotal Other	10,000	\$ 6,000	\$ -	\$ -	\$ 6,000
TOTAL DIRECT COSTS	\$ 2,739,726	\$ 432,784	\$ 770,000	\$ 913,242	\$ 2,116,026
Indirect Costs: 9.5 %	\$ 260,274	\$ 41,114	\$ 73,150	\$ 86,758	\$ 201,022
TOTAL PROJECT COST	\$ 3,000,000	\$ 473,898	\$ 843,150	\$ 1,000,000	\$ 2,317,048

	SUMMARY
Est. Total CICU Expen thru June 30, 2014	684,414
Est. Total REGIONS Expen thru June 30, 2014	998,537
ALL Total YR 1 Expenditures	1,682,952
Available NCE\$ for YR2 from Original \$3,000,000	1,317,048
New \$	1,000,000
Total YR 2 Project \$	2,317,048
Total NCE Direct Target Budget \$	\$1,130,784
Total NCE Indirect Target Budget \$	\$107,424
Total NCE Budget \$	\$1,238,208



Addition to
Appendix D Workplan

INDEPENDENT SECTOR FACULTY AND STAFF DEVELOPMENT PROJECT
No-Cost Extension and Work July 1, 2014 – June 30, 2015

CONTEXT

Independent Sector institutions with teacher education or school leadership programs represent the largest concentration of educator preparation programs in the state. Faculty in Education programs continue to indicate a need for resources and professional development that will help them adapt their programs to the new certification requirements and standards, continuing the groundwork laid in the first year of the Independent Sector's Higher Education Faculty Development Project.

GOAL

The work proposed in this Project is a continuation of the work begun in the initial contract, January 30, 2013 – June 30, 2014 (hereafter called 'Year 1'). This initiative seeks to continue work to identify and develop professional development (PD) activities for Independent Sector teacher and school leader education program faculty, and relevant arts and sciences faculty. This new work seeks to be responsive to the needs of and continue providing support for higher education faculty as they align programs to integrate New York State's new teacher and school building leader certification requirements and the use of the state's adopted K-12 Common Core Learning Standards into their preparation programs.

TIMEFRAME

July 1, 2014 – June 30, 2015 (12 months) (hereafter called 'Year 2')

ORGANIZATION – Revised structure

During Year 2 of the Independent Sector's Higher Education Faculty Development Project, the structure created in Year 1 of the Project will essentially be maintained. The Commission on Independent Colleges and Universities (cicu) will provide statewide Project coordination and organize statewide activities with direction and input from a small, representative group of Independent Sector Deans, the Expert Advisory Group. In addition, the Independent Sector's institutions with teacher education or school leadership programs are assigned to one of five (5) Regions. Each Region has a regional Facilitating Institution to act on behalf of the Region and will receive an allocation from the Project budget for implementation of regional activities. The following are the proposed facilitating institutions for the grant year 2014-2015: Niagara University (Western), Syracuse University (Central), Manhattanville University (Mid-Hudson), New York University (NYC-1), Adelphi University (NYC-2/LI). Every regional Facilitating Institution will engage a Regional Liaison who will work with the Region's institutions to communicate information and coordinate meetings and activities identified by the Region to focus on targeted areas of concern and to meet faculty PD and information needs. Until a contract is approved, however, the facilitating institutions are unable to make official hiring commitments. The facilitating

institutions are *likely* to maintain the regional leadership from the 2013-2014 grant year (Patricia Wrobel (Western), Kathleen Hinchman (Central), Renee Gargano (Mid-Hudson), Anna Hillary (NYC-1), Phil Cicero (NYC-2/LI). Each Region will be required to, *minimally*, hold two regional meetings per semester that will continue the local working/learning communities established in Year 1 of the Project to offer identified PD to help institutions with the continued alignment of teacher education and school building leader programs to meet new standards of accreditation and Department expectations; convene a planning group to develop a strategic plan by January 31, 2015, to help institutions engage local Arts and Sciences faculties, and/or forge new partnerships and relationships with local school districts through targeted outreach with the goal of extending and strengthening communication exchange and understanding between higher education and P-12.

The third level of the Project involves the institutions directly. Each institution will be offered funds for campus-level work related to the Project goals, submitted to clcu via a work description, budget, and report of work accomplished.

Below is a description of the Project's components:

- clcu – The statewide association of independent colleges and universities in New York State, representing the largest concentration of teacher education and school leadership programs in the state will provide grant coordination, communication, and oversight, as well as statewide professional development.
- Expert Advisory Group (EAG) – A regionally representative set of current and former experienced Education Deans, well-versed in the teacher and school leader certification changes, accreditation and the Common Core Learning Standards will set the overarching professional development (PD) framework, advising clcu on statewide Project implementation (see Appendix B). A subset of EAG members will also advise Regional Leadership in organizing Regional activities.
- Regional Leadership – Each Region will have a Regional Liaison, engaged by the Region's Facilitating Institution, who will coordinate regional PD and communicate with the Region's institutions and with clcu. The Liaison will act as the communication link, with the Regional EAG Advisor, to the Region's member institutions and to clcu, work with the Region's institutions to identify regional professional development (PD) needs, and organize meetings and PD for the Region.
- Campus Project Designee – Each institution will identify at least one faculty or administrative representative with significant involvement in teacher/school leader preparation programs to act as the institution's Project contact and liaison to campus faculty and administration for the Project. The Regional Liaisons will identify and maintain a list of institutional Campus Designees, to be shared with Regional Leadership, clcu Project staff and NYSED. This individual will receive and respond to all communication regarding the Project, report on institutional implementation of Project activities, coordinate campus faculty PD and disseminate information about the PD offerings.

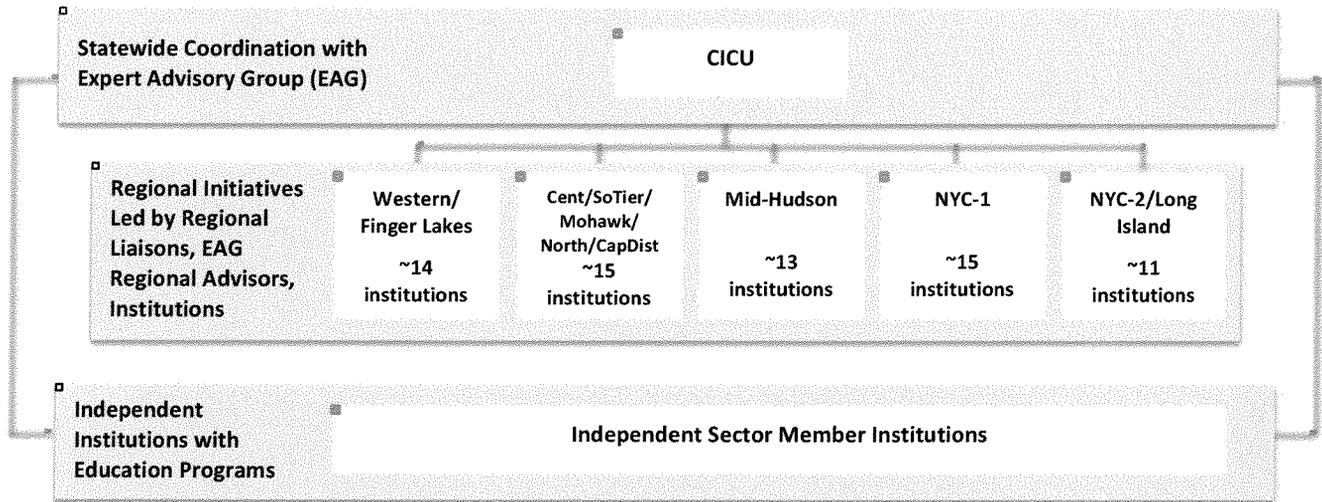


Figure 1. Independent Sector Faculty and Staff Development Project Organization

PROJECT IMPLEMENTATION

FOCUS

The Project will build on the work begun during the initial contract (January 31, 2013 – June 30, 2014, 17 months) to provide information, support, and assistance to faculty as they work to continue to align teacher education and school building leader programs to meet new standards of accreditation and Department expectations. The Project’s work, using the Project’s regional and statewide collaborative structure will focus on continuing to identify and provide PD to help institutions adapt their teacher and school leadership preparation programs (as needed) in the following areas:

- Teacher certification requirements and assessments (edTPA, ALST, EAS, Content Specialty Tests), including work with cooperating teachers
- School building leader certification requirements and assessments, including EAS, principal evaluation and APPR
- Integration of Common Core Learning Standards into teacher education and school leader programs and discussion of the broader implications for higher education of K-12’s adoption of CCLS, e.g., involving Arts and Sciences faculty in identifying areas where coursework outside education programs can support educator preparation. clcu will document efforts to involve Arts and Sciences faculty
- Data-informed decision-making and instructional choices
- P-12 and higher education communication and collaboration
- Improve teacher and leader diversity, placement, and recruitment efforts

SAMPLE PROJECT ACTIVITIES

This overview list was compiled from feedback received from faculty and Year 1 Regional Leadership. clcu, Regional Leadership, and the institutions, working collaboratively in their Regions, will identify the activities that best meet their respective faculty's needs. A sample of activities:

- Conduct regular regional meetings, with each region conducting at least two (2) meetings a semester, to continue the local working/learning communities established in Year 1 of the Project with the express purpose of addressing areas of concern. The list of invitees and list of attendees will be collected and submitted to clcu
- Offer at least four statewide PD opportunities will be offered based on discussions with the Expert Advisory Group and Regional Leadership to include a) a mid-year upstate and b) a mid-year downstate conference (*new*), c) culminating statewide conference, d) provide experts or develop webinars that focus on data interpretation skills for teacher preparation program courses or field experiences. Lists of invitees and lists of attendees will be collected
- Develop materials and resources addressing the identified areas of concern
- Convene a planning group to develop a strategic plan by October 31, 2014, to advise institutions on how to engage local Arts and Sciences faculties
- Develop a plan by January 31, 2015, to forge new partnerships and relationships with local school districts through targeted outreach with the goal of extending and strengthening communication exchange and understanding between higher education and P-12. The goal will be to have each college increase the number of P-12 partnerships by at least three (3)
- Adjust or redesign, in collaboration with P-12 supervising/cooperating teachers, expectations for field experiences
- Draw from video libraries and video simulations for formative instruction and assessment at regional meetings

CICU, GRANT LEAD

The Commission on Independent Colleges and Universities, the grant lead, will provide oversight for the Project and facilitate inter- and intra-Region communication, including reorganization and expansion of training/information modules and resources on the Project website, ISNetworkED.org, as well as adjustments to improve access and site navigation, work to aid in site usability in future years.

- Regularly disseminate information, announcements, and all PD opportunities relating to the Project's activities
- Conference regularly, at least monthly during the academic year, with Regional Leadership to gauge and report progress to NYSED and identify ongoing information needs; report on attendees and provide a summary of the meetings
- Meet regularly with the Project's Expert Advisory Group (EAG) to discuss Project progress, concerns and statewide PD needs; report on attendees and provide a summary of the meetings
- Meet with representatives from Independent Sector teacher and school building leader programs to discuss progress in program alignment and faculty concerns (*new work*) to contribute to evaluation of project impact; report on attendees and provide a summary of the meetings
- clcu or a representative will attend all regional meetings and collect from Regional Leadership lists of attendees and meeting materials

- Organize a minimum of two meetings of the Independent Sector Education Deans; at a minimum one in-person meeting (i.e. in conjunction with the conference June 2015) and one online meeting with NYSED.
- Organize a minimum of three statewide webinars addressing areas of concern drawn from Regional feedback and needs assessment; topics may include meeting the needs of ELLs; home-family collaboration and communication; using *engageNY* P-12 modules in the higher education setting for teacher preparation (to be determined in collaboration with EAG and Regional Leadership)
- Organize a mid-year upstate and a mid-year downstate conference that will include an SBL strand among other topics identified by the Regions (*new work*), and a culminating statewide conference
- With feedback from the field, work with Regional Leadership to improve the organization and ease-of-use of the Project's website, ISNetworkED.org, as well as organize and work collaboratively with Regional Leadership to expand the site's content to meet needs identified
- Survey Regional Leadership every three (3) months (NYSED quarterly report) to gather information and updates on Project progress
- Maintain frequent communication with NYSED through quarterly reporting, monthly progress calls and ongoing communication, as needed
- Promote Education and Arts and Sciences faculty participation in the October edTPA conference (if organized by NYSED) and the NYACTE/NYSATE conference; and, in conjunction with the meetings, hold a sector meeting for faculty
- Convene a subcommittee of the EAG to move forward work on the alignment of CAEP standards to the new educator certification assessments; develop recommendations to help institutions align their institutional processes and programs with CAEP expectations
- Convene a work group of EAG and faculty to propose specific recommendations to improve the field experience for teacher candidates that clcu will share with NYSED and with Regional Leadership
- Convene a work group of EAG and Regional Liaisons to work toward developing new relationships with teacher centers or BOCES to further collaboration on P-20 initiatives and enhance teacher and leader effectiveness; obtain specific recommendations that clcu will share with NYSED and Regional Leadership

By September 30, 2014, clcu will have established a timeline for the anticipated statewide PD offerings. Through ongoing communication with the EAG and Regional Leadership, clcu may develop additional statewide activities based on emerging needs throughout the year.

clcu will work to ensure that every campus has access to Project statewide PD activities by promoting activities to the Regional Leadership, posting information on the Project website, and including announcements of scheduled activities in monthly electronic News Briefs. For any activities where attendance is recordable, clcu will maintain lists of attendees. clcu will monitor resources accessed asynchronously (e.g., webinar views, website activity).

EXPERT ADVISORY GROUP (EAG) and EAG Regional Advisors

In Year 1, clcu brought together a group of experienced education Deans, or former Deans, representative of the regional diversity of the sector, to advise clcu Project staff. In Year 2, the Expert Advisory Group (EAG) will continue to advise clcu Project staff by helping to identify statewide professional development (PD) offerings. In addition, one EAG member per Region (*new*) will assist clcu by communicating regularly with their peers in their respective Region, and by offering guidance in the planning of their Region's PD activities.

REGIONS and REGIONAL LEADERSHIP

Using the extensive PD resources developed in the first year of the grant, Year 2's regional activities will focus on identifying regional PD needs, engaging the collaborative learning communities established in Year 1, developing faculty expertise, providing information and resources that faculty can use to help them as they address needed changes to programs and courses in response to the new educator certification requirements, the state's P-12 Common Core Learning Standards, new reporting and accreditation requirements. Regional work in Year 2 will strive to promote deeper institutional change through regularly scheduled meetings (at least two per semester) or other opportunities for discussion and collaborative work on the Project's topics of concern.

Each Region's Facilitating Institution will receive a Regional allocation to use to administer and organize the Region's activities and to provide oversight for implementation. For regional implementation, at a minimum, each Facilitating Institution will engage a Regional Liaison, who, in collaboration with their Region's EAG Advisor and the Region's institutions, will organize efforts designed to meet the identified PD needs of the faculty within that Region and regularly communicate with clcu. The Regional leadership will maintain/update as needed the list of campus contacts in their respective Region and maintain current the Region's dedicated website page with information on regional activities. Meetings or other PD activities (a minimum of two per semester, or a minimum of 4 over the year) will be arranged for regional teacher, school leader, arts and sciences faculty, relevant administrators and staff, and K-12 educators, as appropriate. This will be an organic regional agenda, determined collaboratively in response to the local, regional needs. Regional Liaisons will participate with clcu and EAG members on developing new relationships with teacher centers or BOCES in their region to further collaboration on P-20 initiatives and enhance teacher and leader effectiveness. Additionally Regional leadership will encourage faculty participation in regional, statewide other conferences/meetings relating to the work and address other activities as identified by the Regions' faculty to meet PD needs.

Regional Leadership will maintain documentation of all outreach efforts as well as lists of attendees to Region meetings and other Region events and will provide documentation to clcu for reporting to NYSED monthly.

With experience and knowledge gained in Year 1 with the new certification exams, there will be a clearer understanding of the direction and scope of information gaps and PD programming needs. Each Region will also maintain their Region's website page on the Project website, ISNetworkED.org, to capitalize on the many resources, webinars and instructional modules that have been developed or will be developed in Year 2. Within a Region's budget, funds will be allocated for registration and travel costs to PD/conference within the state (e.g., Upstate/Downstate Project conference, Culminating Project conference, edTPA, NYACTE/NYSATE, AACTE).

Regions will receive an allocation of grant funds to conduct a minimum of two regional meetings per semester to meet and work collaboratively on topics related to the goals of this Project, as well as create materials and/or resources from or for the meetings. Regions will be required to select at least four topics from the list below to address through regional PD workshops, using local, state-based, or national experts:

- Local evaluation (using institution-specific data to inform program/course change)
- Curriculum mapping
- EAS

- ALST
- edTPA
- Content Specialty Tests, in particular, Reading, Writing, Literacy, and Math
- Clinically rich practice
- Integration of Common Core

The five (5) Regional Liaisons will maintain close contact with clcu Project staff to assist clcu in collecting information from its regional member institutions to help clcu assess and report Project implementation progress to NYSED.

INSTITUTIONS

Through PD opportunities, research, collective and collaborative discussions, and resources and tools made available through this Project's work, it is expected that the relevant campus administration, faculty and staff at the institutions will be better prepared to make needed changes in their teacher and school leader preparation programs and involve, as needed, Arts and Sciences faculty in identifying areas where coursework outside education programs can support educator preparation. Independent institutions with a teacher education or school leader preparation program will be offered an Institution Allocation-A of Project funds (appx. 7200/institution) to support campus faculty through PD with on-campus or external expertise as needed and identified by the institution to assist the institution (see possible activities below). Each campus will maintain a record of each PD opportunity, the nature of the opportunity (topics of discussions, presentations, etc.), a record of who was invited and who attended.

- Enhance preparation curricula to include content addressing all new certification exams;
- Offer campus-wide discussion of the implication the Common Core Learning Standards on current and future students' preparation for study and on the degree of integration of the CCLS in teacher and school building leader programs
- Organize campus conversations on students' preparation for ALST
- Identify and develop PD for campus faculty on the various reform initiatives
- Conduct a program evaluation study
- Engage experts for faculty PD
- Assist faculty in development of resources and materials that target candidates' preparation for the assessments and retake
- Campuses will be encouraged to provide an opportunity for faculty who attend relevant PD to share with their campus colleagues a summary of PD content. Agendas for said meetings will be provided to clcu and NYSED as part of the regular reporting requirement of this contract.

With clcu-provided guidance outlining possible uses of the Institution Allocation-A funds, each institution will submit to clcu a proposal (submission deadline in September), describing the activities for which grant funds will be used, the timeline and budget. Institutions submitting and receiving approval for an Institution Allocation-A will be required to provide to clcu a mid-year update. Once the work has been completed, institutions will submit a summary of the work accomplished, along with relevant receipts and evidence of outcomes. clcu Project staff will review and approve pre-work proposals, budgets and timelines, as well as each institution's final work summary and invoice.

BUDGETS AND DOCUMENTATION

This proposal describes work on three levels: Statewide Project oversight and PD activities and events (clcu); Region-identified work and regional administration coordination and communication (via Regional Facilitating Institutions), and Institution-identified work (campus-level).

clcu (Statewide)

In Year 2, clcu will continue identifying and addressing PD needs, building the communication network laid in Year 1 through regular meetings with the Expert Advisory Group, with Regional Leadership, and through the communication portals established in Year 1. Year 2 also envisions an expansion of communication directly to the campuses. Project staff will plan to meet with representatives in the sector's teacher and school building leader preparation programs to contribute to understanding the grant's impact on institutions' work related to the Regents Reform agenda. Project staff in Year 2 will include a portion of clcu staff time for the clcu president, vice president for outreach and financial aid, director of finance and human resources, and a resources and technology assistant. Project devoted staff will include (either full or part-time) a Project Director, an Administrative Assistant, an Assistant Director for Grant Finance, and one or more interns (dependent on schedules and availability).

Regions

In Year 2, the Project will include five (5) Regions: Western, Central, Mid-Hudson, NYC-1, and NYC-2/Long Island. Because Central Region is a large area geographically, clcu will work with the Capital District-area institutions to ensure that the needs of the Capital District area institutions are met.

To build on the substantial groundwork laid in Year 1, each Region's Facilitating Institution will be allocated funds to use to support regional Project staff and Project oversight (regional communication, meeting planning, reporting, budget monitoring), and funds for regional activities (such as meeting room rentals, faculty travel costs to regional meetings, fees for expert presenters, webinars and videography, meeting supplies, etc.). A Regional Liaison, hired by the Regional Facilitating Institution, will coordinate the Region's activities. Liaisons will work directly with the EAG Advisor to establish a calendar of activities that will be provided to clcu for reporting to NYSED monthly. The activities will address the Region's institutions' goals and a corresponding budget. Each Region's budget and calendar of activities will be submitted to clcu for approval and reported to NYSED monthly in the expenditure summary and budget narrative; the website calendar of activities will be updated monthly. That budget frame will guide the expenditures for the Region's PD. Each Facilitating Institution may choose to engage additional staff to assist with regional Project implementation.

As in Year 1, Facilitating Institutions will submit allowable regional expenditures monthly, in a prescribed format, according to a pre-determined schedule. clcu will review and compile regional expenditures with clcu's statewide Project expenditures into one monthly expenditure report/invoice for NYSED.

Institutions

An allocation will be made available to independent colleges and universities (approximately 7200/institution) for campus-level work and PD that will meet the goals of this Higher Education Faculty Development Project. Unlike in Year 1, institutions in Year 2 will submit to clcu a proposal outlining the

institution's campus-level work and related expenditures. Institutions will submit, upon completion of the work, a final narrative and an expenditure summary, with supporting documentation.

An additional allocation will be made available to independent colleges and universities (approximately 7800/institution) for campus-level work and PD that addresses the NYSED Priority-Area Work). Institutions will submit to clcu a proposal outlining the institution's campus-level work and related expenditures that address the NYSED Priority-Area Work as defined. Institutions will submit a mid-year update and, upon completion of the work, a final narrative and an expenditure summary, with supporting documentation.

OVERVIEW OF PROJECT EXPENDITURES

Anticipated expenditures will include travel, conference registration and room charges, technology, salaries for Project staff and related benefits as defined, supplies/materials and consultants/contracts. An estimated budget is attached. Once the five (5) Regions have established their programs and budgets, the master Project budget will be readjusted, as needed. clcu will submit an expenditure report monthly to NYSED that includes clcu's and the Regions' expenditures (according to a proposed and approved submission timeline), along with an expenditure narrative. Once approved by NYSED, and once payment is received by clcu, clcu will reimburse regional Facilitating Institutions for submitted Project expenses. Institutions' expenditure reports will be submitted mid-year and at the end of the Project, according to a prescribed schedule.

Project expenditures, determined by each of the Project entities' needs, may include:

- clcu expenditures: Expenses for Project coordination and oversight, travel, website, statewide webinars, conferences, meetings, related supplies/materials, expert speakers, consultants and Expert Advisory Group members' time and travel.
- Regional expenditures: Allocation for regional Project coordination, oversight, and expenses relating to PD activities as defined above, for costs associated with travel, webinars, regional, statewide conference registrations and travel for Project-related conferences, meetings, related supplies/materials, speaker and experts' speaking costs and travel, online instructional modules.
- Institutional expenditures: clcu member institutions' will be allocated an amount for use as defined above, selected to best meet their institution's PD and program/candidate preparation needs relative to this Project's goals and objectives.

BUDGET NARRATIVE

The costs associated with each expenditure category and the rationale for the budget calculations are described below. Costs are estimated for 12 months (July 2014 – June 2015). Note that expenses within expenditure categories may shift depending on contract execution date and PD needs.

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

The Project will include: 1) Current clcu staff who will have a portion of their time allocated to this grant's work, and 2) Dedicated 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 will also be directly responsible for monitoring Project deliverables, budgets, expenditures and grant reporting, as well as communicating directly about the Project's activities and plans with the Project's Expert Advisory Group and with NYSED. clcu staff includes: clcu President Laura Anglin at approximately .10 FTE; Susan Nesbitt Perez, Vice President for Outreach and Financial Aid at approximately .45 FTE; Edi Samaniego, Director of Finance and Human Resources at approximately .15 FTE, and; Jonathan Campano, as a Project Technology and Resource Development Assistant at .15.

Ongoing and new grant staff

To assist with Year 2 Project implementation, the Project Director hired in Year 1 will continue with the Project into Year 2. The Project Director is the direct liaison to the five Regional Liaisons, as well as liaison to the former Central-East area institutions. Project staff will attend as many of the regional meetings and events as possible, with attendance at a minimum of two per Region targeted over the course of the year. The Project Director will also oversee the Project's website; produce a minimum of one *News Brief* to the field every 1.5 months, and; organize the statewide professional development offerings and conferences.

An Administrative Assistant (new title and function) will be hired to assist clcu's Vice President for Outreach and Financial Aid and the Project Director with Project organization, correspondence, meeting and travel planning. clcu will engage one or two interns (depending on availability) to assist with meeting and travel preparations. The intern(s) will be hired partial time at an hourly rate determined by clcu policy, which considers education attainment level.

The current Assistant Director of Grant Finance, hired in Year 1, will be retained at additional time/week (at approximately .75 FTE) to monitor all expenditures and assist in compilation of the monthly invoices for the Project and expansion of clcu work with institutions and Institution Allocation-A and Institution Allocation-B NYSED Priority Work.

Benefits

Cost in this category is an estimate based on clcu's 2013-14 fringe benefit rate for clcu current staff allocated to the Project. There are two rates for 2013-2014: a rate for the clcu President at 14.44 percent, and the rate for other staff that figure on the grant at 30.17 percent. For staff hired exclusively for this Project (those paid entirely through grant funds), the benefits contemplate: FICA, worker's comp, Medicare, state unemployment taxes, short-term disability insurance (STD), group travel insurance.

Travel

NOTE: Figures based on average from the FY2014 federal chart for selected NYS areas only.

Travel estimates are based on the FY2014 Lodging Per Diem Rates for New York State for October 2013 – September 2014 per U.S. GSA (<http://www.gsa.gov/portal/category/100120>). For travel estimates in this budget, we selected 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 Syracuse as the primary destination for travel for that region. For the Mid-Hudson Region, we calculated travel estimates using Putnam/North Westchester BOCES (Tarrytown/White Plains/New Rochelle) as the primary destination for regional meetings. The two downstate regions are NYC-1 (Bronx, Manhattan, Staten Island) and NYC-2/Long Island (Kings, Queens, Nassau, Suffolk). For both regions, the New York City rate was used. Because the lodging per diem rate for New York City ranges from \$191 to \$303 per night, depending on the time of the year of the travel, this budget used the median rate of \$267 per night. However, the reimbursement rate used will be that in effect at the time of the travel.

The Travel category includes travel costs for: (A) clcu Project Staff; (B) Expert Advisory Group; (C) Experts/Professionals/Faculty for statewide PD:

A. clcu Expert Advisory Group (EAG) Travel

The Project includes up to seven (7) EAG members who represent the diversity of the sector, who are well known in the field, and are well versed in the issues. Travel for the EAG is budgeted for a minimum of two (2) in-person meetings during Year 2. The travel costs are estimated, using FY2014 federal lodging rates for a two-day, one night trip to New York City (the likely location of the meeting) for certain EAG members not in close proximity to NYC. Travel costs will only be reimbursed up to the allowable rates published on the GSA website.

B. clcu Project Staff

clcu staff will travel to Expert Advisory Group meetings in New York City (the likely location for the meeting), to regional meetings, to member colleges and universities, 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.

a. clcu staff travel to EAG meetings are estimates for one-day trips to New York City (the likely location of the meetings). We expect other periodic EAG meetings will be held via conference calls.

b. clcu staff travel (estimated 2 staff per trip) to Regional Meetings is budgeted for approximately 10 trips (approximately 2 to each Region over Year 2). The travel costs are estimated for 2-day, 1-night trips using the federal FY2014 lodging rate for each of the five regions (107/96/139/267). Actual number of trips will be determined based on Regions' meeting schedules.

c. clcu staff travel (estimated 2 staff per trip) to meet with institutional representatives at the institution or in conjunction with a Regional Meeting is budgeted for several trips to each of the 5 Regions. The travel costs estimate 2-day, 1-night trips or 3-day, 2-night trips for meetings with the institutions in each of the Regions. The budget used federal FY2014 lodging rates for the five regions (107/96/139/267).

d. Other grant meetings and statewide clcu-organized PD travel for clcu staff (estimated 2 staff per trip) is budgeted for the Mid-Year Conferences, local Central East Region travel, other PD conference and Project oversight travel.

C. NYSED Priority Area Work: P-20 Collaboration – clcu identifies, via request for application, 3 representatives who will participate in statewide P-12 NTI meetings (see Appendix A)

Supplies and Materials

- A. This category includes necessary software updates for dedicated staff computers (e.g., Microsoft office, Adobe Professional, FileMaker, Entourage mail, QuickBooks) as needed to be compatible with clcu network, and supplies such as printer ink/toner, folders, binders, name tags, copy paper, printing for meetings, meeting materials, etc.
- B. Resources for institution meeting packets, statewide conferences and sector meetings (binders and materials); also purchase of Pearson-developed NYSTCE practice tests for EAS, ALST, Multi-Subject Content Specialty Test for all institutions and Regional Leadership.

Purchased Services (Consultants/Contracts)

CICU Direct Purchased Services

- A. Sector Expert Advisory Group
An amount is budgeted for the service of the members of the Expert Advisory Group (EAG) will provide guidance to clcu Project staff during periodic meetings or calls with time estimated at approximately 2 hours/month over Year 2.
- B. Expert Speakers (speakers for PD events)
Experts will be engaged to provide PD at meetings, conferences, webinars throughout the year. The speaker (expert) cost is based on past experience and historic clcu speaker contractual expenses and although they will vary, they are estimated here at ~\$3000 per expert.
- C. Website and Project Communications
Based on Year 1 experience and feedback from the field, the Project's website, ISNetworkED.org, will be expanded and reorganized to improve access to Project-developed materials and resources. Costs here include estimates for site hosting, re-design and re-organization, and programming.
- D. Statewide Webinars
For statewide programming, the Project proposes a minimum of three (3) statewide professional development meetings/webinars, with topics and presenters to be determined in consultation with the Expert Advisory Group and Regional Leadership. The Project will seek to have institutional representation from every Region at the statewide programs. Those individuals will share the information and materials with their respective Region's institutions. Costs include estimates for website hosting and online technical support.
- E. Project Director's Accessibility
A phone data plan cost for the clcu Project Director during grant-related travel is budgeted.
- F. Statewide Meetings/Conferences
The Project proposes three conferences, two conferences mid-way through the academic year, one upstate and one downstate. A third conference, open to all faculty statewide, will be organized at the end of the academic year.
- G. CICU Miscellaneous
A small amount for miscellaneous needs relating to fulfillment of grant deliverables is budgeted. Although we have tried to anticipate every scenario there is a possibility that some needs have been underestimated for services that will be provided in Year 2. Adjustments will be made as needed.
- H. Institution Allocations—A

Institutions will receive an allocation of funds, (appx. \$7200), upon approval of a proposal, budget and timeline for institutional level PD needs. Reimbursement of approved expenses will occur upon submission of a report as defined in the approved proposal. Examples of possible Institutional Allocation-A expenditures relating to the Project's goals include:

- Expert speakers for faculty PD
 - Webinar and videography expenses
 - Creating materials and resources
 - Best practices presentations, evaluation studies (with results shared via a Project meeting, conference, webinar, etc.)
 - Attendance at national conferences (e.g., AACTE conference) with an expectation of producing PD for the institution or the Region
 - Assist faculty in development of resources and materials that target candidate assessment preparation and retake
- I. Institution Allocations–B for NYSED Priority Areas (see Appendix A)
Institutions will receive an allocation of funds (appx. \$7800) upon approval of a proposal, budget, and timeline for campus-level PD needs as described in Appendix A. Reimbursement of approved expenses will occur upon submission of a report as defined in the approved proposal.

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

- A. EAG Region Advisors: Each Region will be directly represented by one EAG (5 in total), who will act as advisors (EAG Advisor) to their respective Region (new, targeted involvement to increase collaboration and communication)_
- B. Each Facilitating Institution will appoint a Regional Liaison who will serve as the Region's spokesperson and direct link to clcu and the Regions' institutions at a rate consistent with Year 1 charges and not to exceed \$6500/month. Each Region will receive an allocation of grant funds for the purpose of regional administration and organization of the Region's PD activities identified in collaboration with the region's institutions and EAG Advisor at up to 8 hours/month. Regions will be asked to report monthly on Regional staff work with project forms that identify time and effort and documentation as requested. Regions will be responsible for maintaining current their Region's website, including the Region's calendar, with materials and resources relevant to Region work and information.
- C. Regional Allocations for PD and other project-specific implementation costs, aligned to the Region's plan submitted to and approved by clcu. Other Region expenditures may include, for example, costs associated with:
 - 1. A minimum of four (4) regional meetings (an estimated total of 20 across all five Regions)
 - 2. Maintaining current the Region's dedicated Project webpage and calendar
 - 3. Submission of documentation of meeting attendance, travel reimbursements, consultant contracts, copy of power points and any materials developed, etc. (sign-in sheets, agendas, evaluations)
 - 4. Regional Leadership's travel to clcu organized meetings (i.e. at a minimum to the statewide conference and mid-year conference)
 - 5. Regional institutions' faculty attendance at and travel to regional meetings, statewide conferences, and other relevant PD conferences/training in the state, faculty travel to New York State conferences such as NYSED edTPA and NYSATE/NYACTE conferences
 - 6. Consultants/expert presenters' fees
 - 7. Conference/meeting space and supplies, videography, technology assistance, equipment rental

8. Office supplies, meeting materials, postage, shipping
9. Webinar platform

Other

A small amount is allocated for desk space in clcu offices on the first floor and on the second floor for the Project 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, periodic progress reports, in templates to be provided by NYSED, will be submitted per an established schedule.

clcu will participate in periodic scheduled meetings/calls with NYSED to report on grant activities and progress in completing grant deliverables. These meetings/calls may also include representatives from SUNY and CUNY, allowing for an exchange of information, ideas and recommendations that may help program implementation or lead to productive collaborations.

PROJECTED TIMELINE OF ACTIVITIES

A Timeline of the Project’s Year 2 Phase I and Phase II Activities appears below:

INDEPENDENT SECTOR FACULTY AND STAFF DEVELOPMENT PROJECT: Year 2		
Phase I: Quarter 1 & Quarter 2	July 2014 – December 2014 (6 months)	
GOALS: Project Awareness and Organization; Establish Regional Frameworks		
Prospective Activities (suggested)	Participants	Target Timeline
<ul style="list-style-type: none"> • clcu compiles report for Phase IV–Year 1 for NYSED including progress reports from Regional Leadership and Sector Advisory Group’s assessment of Project’s advancement toward goals 	clcu, Regional Leadership, EAG	July
<ul style="list-style-type: none"> • clcu submits Phase IV–Year 1 report to NYSED (per NYSED schedule) 	clcu	July
<ul style="list-style-type: none"> • Regional survey to collect information about program adjustments, including integration of Common Core Learning Standards, use of data, and relationships with P-12 communities 	clcu, Regional Leadership, EAG	July - August

<ul style="list-style-type: none"> • Update key campus contacts for the Project 	clcu, Regional Leadership	July – August (ongoing)
<ul style="list-style-type: none"> • clcu will focus on Project structure and finalize roles and responsibilities of the Facilitating Institutions (5), the Expert Advisory Group members, and the EAG Advisors (5) 	clcu, Facilitating Institutions, EAG, EAG Advisors	July - September
<ul style="list-style-type: none"> • Begin to schedule meetings with Independent Sector teacher and school building leader program representatives 	clcu, Campus Project Designees	July - December
<ul style="list-style-type: none"> • clcu will conference periodically with members of the EAG to follow up on the Year 1 conference and discuss ongoing Year 2 plans 	clcu, EAG	July, November (Projected meeting dates)
<ul style="list-style-type: none"> • clcu will develop a plan and timeline for Year 2 statewide activities based on June Conference strategic planning, data from the regional survey, and EAG input and will monitor emerging sector needs throughout the year, addressing them as needed 	clcu, Regional Leadership, Regions' institutions, EAG, Regional Survey	July - September
<ul style="list-style-type: none"> • Development of Regions' Project Plans and corresponding Budgets 	clcu, Regional Leadership, Regions' institutions, EAG Advisors	July - September
<ul style="list-style-type: none"> • Regional Project Plans and Budgets are submitted to clcu; clcu reviews and approves Plans and Budgets 	clcu, Facilitating Institutions	July - September
<ul style="list-style-type: none"> • Institutions' Project Plans and Budgets submitted to clcu; clcu reviews and approves Plans and Budgets 	clcu, Campus Contacts	July - September
<ul style="list-style-type: none"> • NYSED Priority Area Work: Institutions' Project Plans and Budgets submitted to clcu; clcu reviews and approves Plans and Budgets (Appendix A) 	clcu, Campus Contacts	July - September
<ul style="list-style-type: none"> • NYSED Priority Area Work: P-20 Collaboration – clcu identifies via request for applications for 3 representatives who participate in statewide P-12 NTI meetings (Appendix A) 	clcu	July - October
<ul style="list-style-type: none"> • Institutions' Project Plans and Budgets submitted to clcu; clcu review and approves Plans and Budgets 	clcu, Campus Contacts	July - September
<ul style="list-style-type: none"> • clcu and Regional Facilitating Institutions will hire necessary personnel to complete respective teams 	clcu, Regional Facilitating Institutions	July - September
<ul style="list-style-type: none"> • Minimum 2 local meetings/Region for Regional PD and Project planning 	Regional Leadership, EAG Advisors	July - December
<ul style="list-style-type: none"> • Plan and offer statewide PD (a minimum of 4 planned for Year 2) 	clcu, EAG, Regional Leadership	July - December

• Assist with, if requested, NYSED's edTPA Implementation Conference	clcu, Regional Leadership	June - October
• Attend Regional meetings to extent possible	clcu	July - December
• Plan a sector meeting for faculty prior to the NYSED edTPA Conference (if offered)	clcu, Regional Leadership	June - October
• Plan Mid-year PD Conferences (upstate/downstate)	clcu, EAG, Regional Leadership	July - December
• NYSED Priority Area Work: P-20 Collaboration – Independent Sector NTI Representatives attend NTI meetings, prepare/conduct webinar and post meeting summaries (Appendix A)	clcu	Fall
• Plan online Deans meeting with NYSED	clcu, EAG, NYSED	October - December
• Revise and update online Project website	clcu, Regional Leadership	Ongoing, July - December
• Continue promotion of Project activities to Regional Leadership and to member institutions via <i>Project News Brief</i> (a minimum of 3 in Phase 1); increase list size	clcu, Regional Leadership	July - December
• Periodic, scheduled Project progress update meetings with Regional Leadership	clcu, Regional Leadership	Minimally every 1.5 months, July - December
• Request for Regional Project progress for Quarter 1 Report; clcu prepares Quarter I Report for submission to NYSED	clcu, Regional Leadership	September - October
• Request for Regional Project implementation progress for Quarter 2 Report	clcu, Regional Leadership	December
• Continued implementation of Regions' Project Plans	Regional Leadership, Regions' Campus Project Designees	September - December

Phase II: Quarter 3 & Quarter 4	January 2015 – June 2015 (6 months)	
GOALS: Project Awareness and Organization; Establish Regional Frameworks		
Prospective Activities (suggested)	Participants	Target Timeline
• clcu collects from Regions, compiles, submits Quarter 2 Report to NYSED	clcu, Regional Leadership	January
• Continue scheduling meetings with Independent Sector teacher and school building leader program representatives	clcu, Campus Project Designees	January - June
• Host online Deans meeting with NYSED	clcu, EAG, Deans, NYSED	January (Projected)

• clcu will conference periodically with members of the EAG to discuss ongoing Year 2 plans	clcu, EAG	March, May (Projected)
• NYSED Priority Area Work: Institutions' Institution Allocation-B NYSED Priority Area Project Plans Mid-Year Report due	clcu, Campus Designees	February 27
• Institution Allocation-A Mid-Year Updates due	clcu, Campus Designees	February 27
• Continued implementation of Regions' Project PD Plans	Regional Leadership, Regions' Campus Project Designees	January - June
• Regions review Project Plans to assess progress and final steps needed to reach goals	Regional Leadership, EAG Advisors	January - February
• Minimum 2 local meetings/Region for regional PD and Project planning	Regional Leadership, EAG Advisors	January - June
• Attend Regional meetings to extent possible	clcu	July - December
• Plan and offer statewide PD (a minimum of 4 planned for Year 2)	clcu, EAG, Regional Leadership	January - June
• Host Mid-Year PD Conferences (one upstate and one downstate)	clcu, Regional Leadership	January (projected)
• Plan Culminating Statewide Conference, Sector meeting, Deans meeting	clcu, Regional Leadership, EAG	January - June
• Host Culminating Statewide Conference, Sector meeting, Deans meeting	clcu, Regional Leadership, EAG	May or June
• NYSED Priority Area Work: P-20 Collaboration – Independent Sector NTI Representatives attend NTI meetings, prepare/conduct webinar and post meeting summaries (Appendix A)	clcu	Winter/ Spring
• Continue promotion of Project activities to Regional Leadership and to member institutions via Project News Brief (a minimum of 3 in Phase 2); increase list	clcu, Regional Leadership	January - June
• Periodic, scheduled Project progress update meetings with Regional Leadership	clcu, Regional Leadership	Minimally every month and a half, January - June
• Regions report Project implementation progress to clcu; clcu prepares and submits Quarter 3 report for submission to NYSED	clcu, Regional Leadership	March - April
• Institution Allocation-A Final Reports due	clcu, Campus Designees	June 1
• NYSED Priority Area Work: Institutions' Institution Allocation-B NYSED Priority Work Project Final Report due	clcu, Campus Designees	June 1
• Regions report Project implementation progress to clcu; clcu prepares and submits Quarter 4 report for submission to NYSED	clcu, Regional Leadership	June - July



Appendix A of the Workplan

Faculty Professional Development Initiative – Independent Sector Proposal to Deepen the Work at the Campus-Level with Additional \$500,000

The Independent Sector’s Faculty Professional Development Initiative proposes to address a number of the focus areas NYSED has identified as critical areas related to the reform agenda; specifically, activities in the areas of: Communication and Bringing Work to Scale, P-12 Collaboration, and Educator Diversity. Criteria considered when selecting the target areas included the sector’s ability to initiate the activities/services within the project’s 12-month timeframe; primary focus on activities that allow deeper campus-level work, and; activities with the most likelihood of the largest sustainable impact.

In Year 1 the sector’s project focused on building regional professional learning communities. In Year 2, the work will continue with PD, identified collaboratively, at the regional and statewide levels. To address NYSED’s concerns about targeted work on campuses that support faculty and faculty work to ensure candidate success, this proposal intends to deepen the work on each campus and support those initiatives through an additional allocation of project funding, available to each institution upon submission of a proposal, budget, timeline and documentation of outcomes accomplished through the funded work.

From the focus areas identified by NYSED, this proposal selected the following: One target area for statewide work to extend P-20 collaboration; three options for Institution Allocation–Priority Funding from which institutions will select for their proposed work.

TARGET for the WORK: STATEWIDE

I. NYSED FOCUS AREA: P-20 Collaboration

a. Sector identifies 1-3 representatives who participate in statewide P-12 meetings and events.

As noted in the NYSED priority area document, increasing opportunities for sharing of ideas and concerns and adding channels to increase communication will contribute to understanding and strengthened partnerships.

Scope of Activities/Services

- University/college faculty participating in SED Network Training Institutes to become more cognizant of what is happening in P-12 districts, and;
- Provide consistent communication (for professional development) based on these training institutes to the university community to better prepare teacher and leader candidates.

July – September clcu will solicit candidates for three sector representative slots to attend the anticipated November, February and May meetings of the SED Network Training Institute. Selection will be undertaken with input from the EAG. The NTI seek to build knowledge on implementation of the Common Core Learning Standards and principal and teacher evaluations, as well as build new connections and relationships with P-12 educators to build communication of this project's work with those new connections. Between the three Independent Sector NTI representatives, as much as possible of the Institute's content offerings will be covered. Each ISNTI attendee will a) share the P-12 connections made at the meetings with the appropriate Regional Liaisons who will explore involvement of those contacts in Regional work; b) conduct a webinar within a month following each of the NTI meetings that will describe the discussions and information learned which will be subsequently posted and its availability promoted on the ISNetworkED.org website and; c) write a summary of the most important issues for posting on the ISNetworkED.org website and with posting announcement via clcu News Brief. All information clcu collects from the sector representatives will be shared with NYSED and with teacher/leader program deans. As a result of the discussions, information gathered, and connections made at the NTI meetings, Independent Sector NTI representatives will identify topics to address in a session at one or more of the planned project conferences.

Anticipated # of participants

- 3 Independent Sector NTI representatives; webinar viewership, webinar posting to project website with announcements about their availability via Regional Network and News Brief will result in communication of the information from the NTI workshops to independent institutions statewide and to NYSED.

Measures to be used to assess impact on teacher practice and student achievement

- As this is an activity to develop and increase understanding and communication between P-12 and higher education, the direct impact of the activity will be measured by the extent to which the information is disseminated and accessed. clcu will document webinar views, Regional reports of the NTI briefings at Regional meetings, and numbers reached through project communication vehicles (News Briefs and dissemination via the Project's Regional Network).

Budget/Expenditures

- Stipend for each Independent Sector NTI representative for attendance at 3 NTI sessions over the 14-15 academic year; for 3 weeks of preparation and conducting three webinars and meeting summaries for website posting (calculated at ~3500 x 3 sector representatives)
- Travel costs for 3 to attend week-long meetings in Albany (4 nights)
- Webinar cost (3 webinars)

TARGET for the WORK: INSTITUTIONS

II. NYSED FOCUS AREA: Communication and Bringing Work to Scale**a. Evaluation Activities****NYSED's Description of Scope of Activities/Services**

This work at the institution level seeks to further support/facilitate goal-setting, planning and evaluation activities that are aligned with RTTT priorities and the Regents Reform Agenda. Institutions that select to apply for Institution Allocation to support this activity will identify the changes that their campus community has undertaken to address the teacher/school building leader candidate preparation programs' reforms as NYSED indicates below:

- "Evaluation should set out to measure the impact of the EPP's work and specifically the ways in which there is evidence of:
 - Change in program design
 - Change in faculty practice
 - Increase in candidate readiness for the school/building roles
 - Stronger P-20 collaboration"

Independent Sector Institution's Charge for Evaluation Activities

- Institutions will describe the evaluation study, changes undertaken, include evidence of the impact of the changes made, as well as institution's expected plans for use of results for continuous improvement, tying the results to the new accreditation standards.

Anticipated # of participants

- Each institution will have the opportunity to include this priority activity in their proposal for Institution Allocation-B. An institution's evaluation study will involve the participation of the education program leadership and faculty.

Measures to be used to assess impact on teacher practice and student achievement

- A small committee of clcu project staff will review proposals carefully to ensure that the proposed evaluation studies meet the goals of measuring and reflecting on program change. The activity entails faculty focusing on enhancing preparation curricula to include content addressing all new certification exams and reflecting on the status of progress toward effectively implementing changes in their programs and the evaluation report will be the product submitted.

Budget/Expenditures

- Stipend for internal or external program evaluator(s) contracted by the institution to produce the work as described above, up to the full Institutional Allocation-Priority (\$7800)

III. NYSED FOCUS AREA: Educator Diversity

- a. **Candidate Quality, Recruitment, and Selectivity (CAEP Standard 3.1 – *The provider presents plans and goals to recruit and support completion of high-quality candidates from a broad range of backgrounds and diverse populations to accomplish their mission. The admitted pool of candidates reflects the diversity of America's P-12 students. The provider***

demonstrates efforts to know and address community, state, national, regional, or local needs for hard-to-staff schools and shortage fields, currently, STEM, English-language learning, and students with disabilities.)

NYSED's Description of Scope of Activities/Services

- Allocate funding for recruitment and/or support of candidates with academic potential who are from the following groups:
 - Individuals who have been historically underrepresented and underserved in the teaching profession, including individuals who are African American, Hispanic, Native American or Alaskan Native.
 - Individuals who are economically disadvantaged.

Independent Sector Institution's Charge for Recruitment Activities

- Funding for this activity will allow institutions to a) prepare a thoughtful plan that will focus on recruitment to expand diversity of the education candidates as described in the CAEP Standard 3.1 stated above; b) implement the plan as a small pilot during the 2014-2015 recruitment season with outcome measures being the acceptance of candidates who meet the plan's diversity targets; c) identify a new support service (e.g., faculty mentor program, peer mentor, alumni mentor, coordinated/organized peer support group) that will be provided to the candidate(s) upon enrollment, and d) submit a report describing the outcome of the pilot and recommendations for future work and candidate support.

Anticipated # of participants

- Each institution will have the opportunity to include this NYSED priority activity in their proposal for Institution Allocation-Priority Funding.

Measures to be used to assess impact on teacher practice and student achievement

- The pilot study of the recruitment plan will demonstrate the potential viability and effectiveness of the outreach and recruitment to the targeted underrepresented populations.
- Institutions opting to include this priority activity will submit a report describing the outcome of the pilot and recommendations for future recruitment work and candidate support.

Budget/Expenditures

- Stipend/contract for a faculty or administrative representative to design the recruitment strategy and pilot project and implement the pilot; travel; supplies/materials to produce the work as described above, up to the full Institution Allocation-Priority Funding (\$7800)

b. Academic support and mentoring for diverse teacher/leader candidates

NYSED Scope of Activities/Services:

- Provide targeted academic support, mentoring, career counseling for teacher/leader candidates from diverse backgrounds who may require this support in order to be adequately prepared to teach the rigorous level of content required by the Common Core;
- and/or to successfully take and pass the certification assessments;

- and/or to successfully complete coursework towards graduation and certification, research and development on the teaching and learning process

Independent Sector Institution's Charge for Candidate Support/Mentoring Activities

- Building on Year 1 outcomes and experiences, funding for this activity will allow institutions to develop and offer, in academic year 2014-2015, targeted candidate support and mentoring. The candidate support may take a number of forms (e.g., a new faculty mentor program, peer mentor, alumni mentor, coordinated/organized peer support group) and will include a campaign of targeted information and resources distributed at periodic times throughout the year to candidates describing the steps and support available to candidates in preparing for certification assessments for each type of certification offered. Also, institutions will develop materials providing candidate "retake" options, information and resources that may include such activities as a development of one or more retake courses, mentoring or tutoring.

Anticipated # of participants

- Each institution will have the opportunity to include this NYSED priority activity in their proposal for Institution Allocation-Priority Funding.

Measures to be used to assess impact on teacher practice and student achievement

- Institutions will submit a) a plan for candidate new support services as they prepare for their assessments and description of how the plan will be communicated to students; b) a plan for communicating retake options and outlining any support the institution provides; c) documentation of the communication resources developed to support candidates' preparation

Budget/Expenditures

- Stipend/contract for a faculty or administrative representative to design the Candidate support plan, resources and materials; supplies/materials to produce the work as described above, up to the full Institution Allocation-Priority Funding (\$7800)

Appendix B of the Workplan

Proposed Expert Advisory Group Members, 2014-2015

Until a contract is approved, the Expert Advisory Group members will not be officially engaged as consultants to the project until the contract is finalized. It is anticipated that 2013-2014 Expert Advisory Group members will continue to serve with one modification due to retirement. The likely members are: Debra Colley, Niagara University (Western), TBD, Syracuse University (Central) and Lori Quigley, The Sage Colleges (Central), Shelley Wepner, Manhattanville College (Mid-Hudson), Mary Brabeck, New York University (NYC-1) and James Hennessy, Fordham University (NYC-1), Jane Ashdown, Adelphi University (NYC-2/LI).