

REQUEST FOR AUTHORIZATION

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE RMC CORPORATION TO PROVIDE PEER OBSERVATION AND EVALUATION SERVICES (RFP R0116)

General Information:

| Vendor | Estimated Annual Amount | Funding Source | Terms | Procurement Method | Is Contract Retroactive |
|--------------------------|-------------------------|----------------|---|--------------------|-------------------------|
| RMC Research Corporation | \$330,000 | Tax Levy | 3 Years beginning 8/01/2007, with option to extend for two additional one-year periods. | RFP | No |

Requestor/Contract Manager:

Dr. Elizabeth Arons, Senior Human Resources Policy Advisor
(212) 374-6120

Contracts and Purchasing Contact:

Marvin Spruck
(718) 935-4736

Statement of Purpose

The Chancellor's approval is sought to enter into a requirements agreement with the RMC Research Corporation to provide peer observers for tenured teachers who have been identified as in need of assistance with classroom instruction. The United Federation of Teachers (UFT) and the DOE have both agreed that the RMC offers a logical and sound approach to provide support to teachers with previously documented performance issues. It is anticipated that approximately 100 teachers will voluntarily enroll in this program on a yearly basis. The annual estimated cost of \$330,000 is based on the vendor's per case rate with nominal amount added to the contract for miscellaneous expenses associated with administrative hearings.

REQUEST FOR AUTHORIZATION



**REQUESTS FOR AUTHORIZATION/
PUBLIC NOTICES OF AWARD**

When your review is complete, type your password (if you are new to the system, or no longer remember your password, Click the "Remind/Get New Password" button and you'll get an e-mail with instructions) and then click on the "Approve" button.

| | | |
|----------------------|-----------------------------|---|
| Document Text | Backup Documentation | <u>Instructions</u> |
| <u>RA</u> | <u>RFP</u> | <u>Email Procurement for assistance</u> |
| | <u>QA</u> | |

| | |
|-------------------------|--|
| Title | Peer Observation and Evaluation Services |
| Tracking Number | 958 |
| District | 46 |
| Document Type | Request for Authorization |
| Authorization | RFP |
| Type of Purchase | Professional Service |

Chancellor's Approval

Approval Date: 8/23/2007 5:16:22 PM

| | | |
|--------------------|-----------------|-----------------|
| APPROVED BY | APPROVAL | PASSWORD |
| | DATE | |

| | |
|---|-------------------------|
| Jeffrey Shear For Kathleen Grimm <i>Deputy Chancellor, Finance and Administration</i> | 8/22/2007 2:49:52 PM |
|---|-------------------------|

Susan Olds 8/22/2007 1:50:37
Director of Budget PM

Michael Best 8/22/2007 11:38:00
General Counsel to the AM
Chancellor

Francisco Melendez 8/14/2007 11:05:36
Contract Compliance Officer AM
(OEO)

Chris Cerf 8/2/2007 4:58:06
Deputy Chancellor for PM
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Human Capital

Larry Becker 7/25/2007 11:34:37
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Elizabeth Arons *Information only*
Chief Executive Officer,
Division of Human Resources

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David Ross 7/25/2007 11:12:48
Executive Director, Division AM
of Contracts and Purchasing

STANDARD TERMS AND CONDITIONS

BOARD OF EDUCATION OF THE CITY OF NEW YORK
TERMS AND CONDITIONS

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BOARD OF EDUCATION OF THE CITY OF NEW YORK
TERMS AND CONDITIONS

1. Definitions

- A. Words used in this Agreement shall have their ordinary meanings in the English language, except that scientific, technical, specialized or foreign words shall be given their appropriate scientific, specialized or foreign meanings, and definitions specifically provided elsewhere in the Agreement shall apply.
- B. The following words, names and titles shall have the following meanings:
- (1) "Board" means the Board of Education of the City School District of the City of New York.
 - (2) "City" means the City of New York.
 - (3) "Contract Budget Detail" means the document attached to and incorporated into the Agreement explaining and limiting how funds paid hereunder are to be expended by the Contractor.
 - (4) "Comptroller" and "Commissioner of Finance" mean the Comptroller and the Commissioner of Finance of the City, respectively.
 - (5) "Chancellor" means the Chancellor of the Board.
 - (6) "Approved," "Required," "Directed," "Specified," "Designated" or "Deemed Necessary," unless otherwise expressed, mean approved, required, directed, specified, designated, or deemed necessary, as the case may be by the Chancellor or his designee.
 - (7) "Completion" means full and complete compliance with every requirement of the Agreement by the Contractor as certified by the Chancellor or his designee.
 - (8) "Final Payment" means (i) the payment or refund by the Board or City of any moneys that exhausts the amount of money made available under the Agreement or (ii) any payment marked "Final Payment."

2. Captions

The headings of this Agreement, the paragraphs, and subparagraphs of the Agreement, and of any attachments, are included solely for convenience and reference, and they shall not be used in any way to interpret this Agreement.

3. Conditions Precedent

This Agreement shall not become effective or binding upon the Board until: (1) it shall have been approved as to legal sufficiency by the Board's Office of Legal Services; (2)

it shall have been executed by the Chancellor; (3) it shall have been approved as to legal authority by the New York City Law Department; and, (4) it shall have been approved by the New York State Education Department, if applicable. A Requirement Agreement for an extended period will require an endorsement upon the Agreement from time to time as services and/or items and materials are ordered, of the sufficiency of the appropriation applicable towards the payment for said services and/or materials as and when ordered. (Rev. 4/16/01)

4. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the Law.

5. Unlawful Provisions Void

If this Agreement contains any unlawful provisions or portions thereof, they shall be deemed deleted from the Agreement and the remainder of the Agreement shall remain in full force and effect. If the deletion of such provision frustrates the purpose of this Agreement, either party may make application to the Chancellor's designee for relief. (Rev. 10/4/02)

6. Religious Activity Prohibited

There shall be no religious worship, instruction, proselytizing, or other religious activity in connection with the performance of this Agreement.

7. Political Activity Prohibited

No Board property provided to the Contractor hereunder for the purposes of this Agreement shall be used for any political activity or to further the election or defeat of any candidate for public office. As used herein the term "Board property" shall include, but not be limited to, supplies, work sites, funds advanced and services.

8. Publication and Publicity

The Contractor or anyone employed by the Contractor may not publish the results of its participation or findings in the performance of this Agreement without the prior written approval of the Chancellor or his designee. All approved publications shall acknowledge that the program is supported by funds from the Board. Five true copies of each approved publication shall be furnished to the Board without charge. (8/29/88)

9. Copyright

If the Contractor or anyone employed by the Contractor shall write, record or otherwise produce copyrightable material within the scope or in furtherance of this Agreement, the Board shall be considered the author for purposes of copyright, renewal of copyright, and termination of copyright and, unless expressly waived in a written instrument signed by the Chancellor or his designee, the owner of all of the rights comprised in the copyright. (6/88)

10. Patents

Any invention or discovery arising out of or developed in furtherance of this Agreement shall be promptly and fully reported to the Board. The Board shall have the exclusive right to apply for patent protection on such invention or discovery and to determine how the rights in said invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered.

11. Accounting for Property

If any property is acquired by the Contractor with funds provided by the Board under this Agreement, the property shall be deemed purchased by the Board for the use of the Contractor during the term of the Agreement shall be permanently embossed "Property of New York City Board of Education" and shall be returned to the Board, at the Contractor's expense, within thirty (30) days after the end of said term, unless the Contractor is otherwise notified in writing by the Chancellor or his designee. (6/21/88)

12. Non-Reimbursable Expenses

The following items may not be claimed as a direct or indirect cost of the Services provided under this Agreement:

- a. rental expense of apartments;
- b. interest on loans;
- c. penalties for delinquent filing of tax returns;
- d. political or charitable contributions;
- e. advertising and promotions;
- f. legal expenses;
- g. key-man life insurance premiums;
- h. federal, state and city income taxes, state and city franchise taxes, and any costs for the preparation of such tax returns;
- i. expenses incurred in preparing for operations;
- j. cost of employee meals and lodging except when traveling outside the City and pursuant to the Contract Budget Detail of this Agreement;
- k. entertainment, gratuities, and any other items of a personal nature;
- l. long distance telephone calls unless directly related to the services provided under the terms of this Agreement;

- m. any expense not ordinary, necessary or reasonable in the performance of the Agreement.

13. Limitation on Overhead

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall be reimbursed for overhead costs equal to the lesser of either (1) the amount specified in the Contract Budget Detail of this Agreement or (2) the amount calculated by multiplying the total direct labor cost plus fringe benefits stated in the Contract Budget Detail of this Agreement by a fraction, the numerator of which shall be the total of all the Contractor's overhead costs during the term of this Agreement for all operations, and the denominator of which shall be the total of all of the Contractor's direct labor costs plus fringe benefits during the Term of this Agreement for all operations.

14. No Extra Compensation

The Contractor shall not seek, ask for, demand, sue for or recover, as extra compensation or otherwise, any sum for labor, materials or Services other than the compensation agreed upon and fixed.

15. Invoices and Payments

The Contractor shall furnish proof of performance with each invoice, and shall comply with all Board requirements concerning the manner in which invoices are to be submitted. The Contractor shall not be entitled to demand or receive full or partial payment, until each and every one of the provisions of this Agreement is complied with, and the Chancellor or his designee shall have given written certification to that effect. Nothing contained herein shall be construed to affect the right hereby reserved by the Board to reject the whole or any portion of the performance, should said certification be inconsistent with the terms of this Agreement, or otherwise erroneously given.

16. Cancellation of Grant Funding

If the goods or Services to be provided hereunder are to be paid for, in whole or in part, by means of grant funding received by the Board from federal, state, city or private sources, the obligation to pay the Contractor shall be subject to the continuing availability of said funding. The Board shall notify the Contractor within five (5) business days from the date the Board receives written notice of the cancellation of grant funding, in whole or in part, whereupon the Contractor may cease further performance of this Agreement to the extent said performance would not be supported by grant funding. However, the Board may, at its option, require completion of performance of this Agreement by the Contractor upon giving written assurance, signed by the Chancellor or his designee, within fifteen (15) business days of the date the Board receives written notice of such cancellation, that the completed performance of this Agreement shall be supported by other available funds.

17. No Estoppel

The Board, City, and their respective departments, divisions and offices, shall not be precluded or estopped by a statement or document issued by or on behalf of the Board or the City, from indicating the true value of Services performed and supplies furnished by the Contractor or by any other person pursuant to or as a result of this Agreement, or from indicating that any such return or certificate is untrue or incorrect in any particular, or that the Services performed and supplies furnished or any part thereof do not in fact conform to the provisions of the Agreement. Notwithstanding any such statement or document, or payment in accordance therewith, the Board and the City shall not be precluded or estopped from demanding and recovering from the Contractor such damages as may be sustained by reason of the Contractor's failure to comply with the provisions of this Agreement.

18. Acceptance of Final Payment

Receipt and negotiation by the Contractor, or by any person claiming under this Agreement, of the Final Payment hereunder, notwithstanding whether such payment be made pursuant to any judgment or order of any court, shall constitute a general release of the Board from any and all claims and liability for anything done, furnished, or relating to the labor, materials, or services provided, or for any act of omission or commission of the Board or its agents and employees. Said release shall be effective against the Contractor and the Contractor's representatives, heirs, executors, administrators, successors, and assigns.

19. Claims - Limitation of Action

No action at law or equity shall be maintained by the Contractor, its successors or assigns, against the Board on any claim based upon or arising out of this Agreement, or out of anything done in connection with this Agreement, unless such action shall be commenced within six (6) months after the date of filing of the voucher for final payment hereunder or within six (6) months of the required completion date for the services performed hereunder, whichever is sooner. None of the provisions of Article 2 of the Civil Practice Law and Rules shall apply to any action against the Board arising out of this Agreement.

20. Notices

The Contractor's address stated on page 1 of this Agreement is hereby designated as the place where all notices, letters or other communications directed to the Contractor shall be served, mailed or delivered. Any notice, letter or other communication directed to the Contractor and delivered to such address, or sealed in a post-paid wrapper and deposited in any post office box regularly maintained by the United States Postal Service, shall be deemed sufficient service thereof upon the Contractor. Said address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Chancellor's designee. Nothing herein contained shall be deemed to preclude or render inoperative personal delivery of any notice, letter or

other communication, written or oral, to the Contractor. Whenever it shall be necessary or required to prove the delivery of any notice, an affidavit describing such delivery shall be conclusive evidence of such delivery.

21. Amendments and Waivers

- A. This Agreement may be amended by a written instrument signed by an authorized officer for the Contractor, and by the Chancellor or his designee. No amendment materially affecting the substance hereof shall be effective unless authorized by the Chancellor, and a copy of said authorization is attached to the amendment and incorporated therein. (Rev. 11/27/02)
- B. No waiver by the Board of any term or condition hereof shall be effective unless in writing and signed by the Chancellor or his designee. Any waiver shall be specifically limited to its terms, and shall not be deemed applicable to subsequent like circumstances.
- C. Any purported oral amendment or waiver shall be void.

22. Suspension of Deliveries

The Chancellor or his designee, may postpone, delay, or suspend the delivery of the goods or Services, or any part thereof, without additional compensation to the Contractor. In such event, (A) the time established for performance by the Contractor of any duty during the Term of this Agreement may, at the Contractor's option, be extended for the number of days the Contractor was delayed by said suspension, postponement, or delay provided the Term is not thereby extended; however, (B) the Term may, at the Board's option, be extended for the number of days the Contractor was delayed by said suspension, postponement, or delay.

23. Cancellation

- A. If the Contractor violates any provision of this Agreement, the Chancellor or his designee may pursue any legal or equitable remedies available to the Board. In addition, the Chancellor or his designee may seek to have the Contractor declared in default by a panel to be designated by the Chancellor. In the event that the Chancellor's designee shall determine the Contractor to be in default, the Board may cancel this Agreement and shall thereafter be relieved of all liability hereunder. Upon a finding of default in violation of this contract, the Contractor shall be deemed not responsible and disqualified from bidding for a period of four years, unless in such finding of default, a lesser penalty is imposed by reason of mitigating circumstances. (Rev. 10/4/02)
- B. In the event of breach of this Agreement by the Contractor, the Board shall have the right to cancel and terminate said Agreement, and the Contractor shall be liable to the Board for any additional cost of completion of the within services, the Board's other costs in connection with the termination, reletting and completion

of the services. All such costs, along with any liquidated damages for delay provided herein, may be assessed by the Board against the Contractor and deducted by the Board from payment to be made to the Contractor under this or any other Agreement at any time between the Contractor and the Board or City. In the event that said costs exceed all sums owed at the termination date of this Agreement, the Contractor shall pay the amount of such excess to the Board upon notice from the Board of said amount, and in the event that said costs and liquidated damages are less than the sum payable under this Agreement as if same had been completed by the Contractor, the Contractor shall forfeit all claims to the difference to the Board. If the Board undertakes to secure the services or any part thereof under this section of the Agreement, the certificate of the Chancellor or his designee indicating the amount of services secured, the cost and excess cost, if any, of completing this Agreement, and the amount of liquidated damages hereunder, shall be conclusive and binding upon the Contractor, its assigns and all other claimants.

24. Board Determination

The Chancellor or his designee shall in all cases determine the acceptability of the labor, materials, or Services which are delivered pursuant to this Agreement, including but not limited to their quality, delivery, and condition, and shall in all cases decide every question which may arise relative to the performance of this Agreement. The Contractor may not rely upon, and the Board shall not be bound by, any explanations, determinations or other statements by or from the Board which are not in writing and signed by the Chancellor or his designee.

25. Investigations

25.1 The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

25.2(a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York; or,

- 25.2(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then:
- 25.3(a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license may convene a hearing, upon not less than (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- 25.3(b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 25.5 below without the City and Board incurring any penalty or damages for delay or otherwise.
- 25.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:
- (a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City and Board; and/or
 - (b) The cancellation or termination of any and all such existing City and Board contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City and Board incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the Board.
- 25.5 The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:
- (a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the produc-

tion of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

- (b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
 - (c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City and the Board.
 - (d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 25.4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 25.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstances the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- 25.6 (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
- (b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- (c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, licenses, leases, or permits from or through the City or Board or otherwise transacts business with the City or Board.
- (d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- 25.7 In addition to and notwithstanding any other provisions of this agreement, the commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event the Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or Board, or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Contractor or affecting the performance of this agreement.

26. Reports, Inspection and Records

- A. The Contractor shall promptly provide all reports required by the Board, including without limitation, financial, program, statistical, analytical, narrative and progress reports. Unless otherwise provided herein, the final payment hereunder shall not be made until all reports have been submitted and approved by the Board.
- B. The Contractor shall, until six (6) years after completion of its services hereunder or six years after date of termination of this Agreement, whichever is later, maintain and retain complete and correct books and records relating to all aspects of the Contractor's obligations hereunder. Records must be maintained separately, so as to identify clearly the hours charged to this Agreement and be distinguishable from all other hours charged which are not related to this Agreement.
- C. The Contractor shall make its staff, and premises, books, records, operations, and Services provided under this Agreement, and those of its subcontractors, available to the Board and to any person, agency or entity designated by the Board, at any time, for program, audit, fiscal audit, inspection, observation, sampling, visitation and evaluation, and shall render all assistance and cooperation for said purposes. The Contractor agrees to attend, upon demand, any investigation conducted by the Board to produce any records and other documents required by the Board at that investigation, to cooperate with the Board, and to give sworn testimony pertaining to those documents or the subject of the investigation; provided only that the investigation, testimony, records and documents relate to the subject of the Contractor's relationship with the Board of Education. If a corporation, partnership or government agency, the Contractor agrees to require its officers, employees and partners to comply with the foregoing.
- D. In its record keeping the Contractor shall also comply with all federal, state and local laws and regulations pertaining to such records, including, without limitation, the regulations of the Comptroller, and shall require its subcontractors to do likewise.
- E. In the event that any federal, state or local government agency, or other public or private agency conducts an audit of any of the Contractor's operations which pertains directly or indirectly to the goods and services provided pursuant to this Agreement, within five (5) working days after receipt by the Contractor of notice of the commencement of such audit the Contractor shall give notice of such commencement to the Board; and within five (5) working days after receipt by the Contractor of a copy of any resulting interim or final audit report, the Contractor shall supply one copy thereof to the Board. (6/24/88)

27. Non-Assignment of Contract

The Contractor shall give its personal attention to the faithful performance of this Agreement. The Contractor covenants that it will not assign, transfer, convey, sublet or

otherwise dispose of this Agreement or its right, title or interest therein or its power to execute such Agreement, to any other person or corporation without the previous written consent of the Chancellor or his designee. Request for permission to assign a contract shall be submitted in writing to the Chancellor's designee, Executive Director of the Division of Financial Operations, 65 Court Street, Brooklyn, New York 11201. A non-refundable processing fee of \$250.00 for contract amounts less than \$100,000.00 and \$500.00 for contract amounts \$100,000.00 or greater shall be submitted with the request. Said fee shall be by check or money order and made payable to the New York City Board of Education, Division of Financial Operations. The Chancellor's designee shall grant or deny such requests after consultation with the appropriate Division or Office, the decision is final and binding. If the Contractor in any way violates the terms of this provision, the Board shall have the right to cancel and terminate this Agreement, and the Board shall thereupon be relieved from all liability hereunder. Nothing contained herein shall be construed to affect an assignment by the Contractor for the benefit of its creditors made pursuant to the statutes of the State of New York. No right under this Agreement, or to any monies due or to become due hereunder, shall be asserted against the Board or the City in law or in equity by reason of a purported assignment of this Agreement, or any part thereof, or of any monies due or to become due hereunder, unless authorized as aforesaid. (Rev.11/27/02)

28. Contractor's Staff

The Contractor shall employ or contract for the services of only competent workmen, consultants, independent contractors and other employees as are, or reasonably may be, necessary for the performance of the Services hereunder.

The Contractor warrants that it shall be solely responsible for its employees' work, direction, safety and compensation. (6/84)

The Contractor agrees to replace immediately any employee, and not engage such employee in the performance of this Agreement, if the Contractor is notified in writing that, in the opinion of either the Chancellor, a Community Superintendent, or their designees, such employee is incompetent or otherwise impedes the performance of the services hereunder.

29. Confidentiality of Records

All personally identifiable student and staff information obtained by or furnished to the Contractor by the Board, and all reports and studies containing such information prepared or assembled by the Contractor, are to be kept strictly confidential by the Contractor and shall not be provided or disclosed to any third party without the express written permission of the Chancellor or his designee. The Contractor shall limit access to such material in its control to those of its employees performing services pursuant to this Agreement strictly on a need to know basis. The Contractor shall restrict its use of the information to its performance under this Agreement and shall return all such material to the Board upon the completion of the services herein.

30. Testimony

If the project which is the subject matter of this Agreement at any time becomes involved in a proceeding, to which the Board or the City is a party, before any court, board, tribunal, panel, arbitrator, referee or agency, the Contractor shall provide such knowledgeable witnesses as the Board shall require, free of additional compensation of any kind. Nothing herein shall require the Contractor to provide testimony in any proceeding in which it is a party with interests opposed to those of the Board.

31. No Personal Liability

Neither the Chancellor, nor any board members, nor any officer, employee, agent or representative of the Board or of the City shall be personally liable, based upon any theory of law or equity, to the Contractor or to any party claiming on behalf of or through the Contractor, under this Agreement, or by reason of any individual's actions or failure to act in any way connected with this Agreement, whether or not the action shall have been within or without an individual's scope of authority. The scope of this provision includes personal injury to any personal interest (commercial or otherwise), physical injury (including death), property damages, and any pecuniary damages where such injuries or damages result from or arise out of negligence. The Contractor further waives any and all rights to make a claim or commence an action or special proceeding, in law or equity, against any of the aforementioned individuals, and the Contractor hereby assigns its complete right, title, and interest in any such claim, action, or special proceeding to the Board. (Rev. 12/12/02)

32. Indemnification

The Contractor shall protect, indemnify and hold harmless the Board and the City from any and all claims, suits, actions, costs and damages to which the Board and the City may be subjected by reason of injury to person or property, or wrongful death, as may result of any act, omission, carelessness, malpractice or incompetence of the Contractor, or anyone employed or engaged by the Contractor, in connection with the performance of this Agreement. (12/19/02)

33. Conflicts of Interest

A. Except as stated in paragraph B, no non-governmental Contractor may have on its Board of Directors (or comparable body), employ or have under contract for services (1) any present full-time officer or employee of the City of New York or the Board of Education or any part-time officer or employee of the Board, or (2) any present full-time officer or employee of the City on leave from the City or the Board or any part-time officer or employee of the Board currently on leave from the Board. Generally, the Conflicts of Interest Board may grant waivers of this provision, if an employee or officer is not involved in the Contractor's business with the City or the Board. Said waivers are discretionary and must be approved prior to the commencement of services by that individual. The Board of Educa-

tion's Ethics Officer must be contacted if an officer or employee wishes to request a waiver. (Rev. 12/12/02)

- B. No Board of Education officer or employee may serve as an unpaid member of a Board of Directors (or comparable body) of a non-governmental not-for-profit Contractor without the permission of the Chancellor. To obtain this permission, the officer or employee must contact the Board of Education's Ethics Officer. All other City officers or employees may serve as unpaid members of Boards of Directors (or comparable body) of a non-governmental not-for-profit Contractor, if the officer or employee has no involvement with the Contractor's business with the City or the Board. (Rev. 11/27/02)
- C. No officer or employee of the Board of Education, or the officer or employee's spouse/domestic partner or unemancipated child(ren) can have an ownership interest in the contractor, defined as an interest which exceeds five percent of the firm or an investment of \$32,000 in cash or other form of commitment, whichever is less, and any lesser interest when the officer or employee or spouse, unemancipated child(ren), or domestic partner exercises managerial control or responsibility regarding any such firm. For Contractors with stock that is publicly traded, compliance with this subparagraph C is the obligation of Board of Education employees and officers. (1/16/03)
- D. No former officer or employee of the Board may appear before the Board on behalf of a non-governmental Contractor within one year of the former officer or employee's termination of service with the Board. An appearance before the Board includes all communications with the Board. However, a former employee of the Board is not prohibited from serving on a non-governmental Contractor's Board of Directors (or comparable body), or from employment or contracting for services with the Contractor, provided that the former employee does not appear before the Board within one year of the termination of service with the Board.
- E. No former officer or employee of the City (including the Board) may have any involvement on behalf of a non-governmental Contractor with any aspect of a contract, including services under that contract, if that former officer or employee was involved substantially and personally with any aspect of that contract while employed by the City. Any former City employee whose duties for the City or the Board involved a contract shall contact the New York City Conflicts of Interest Board for clarification before having any involvement with the contract on behalf of a non-governmental Contractor or any other private interest.
- F. The Contractor warrants that, other than a bona fide employee or contractor regularly working as a sales representative for the Contractor, no person, selling agency, or other entity has solicited or secured this Agreement, or has been employed or retained to do so, for a commission, percentage, brokerage fee or contingent fee.

- G. The Contractor shall not give, and warrants that it has not given or promised to give, any gift to a community school board member, school leadership team member or to any officer, employee or other person whose salary is payable in whole or part from Board or City funds, or other funds under this Agreement. The word "gift" shall include, without limitation, money, tangible goods, services, loans, promises or negotiable instruments. (2/13/01)
- H. If the Contractor violates any provision of this paragraph, the Board may, at its option: (1) cancel and terminate this Agreement and be relieved of all liability hereunder; (2) deduct all amounts paid by the Contractor or other value given by the Contractor in violation of this paragraph from payments made or to be made to the Contractor under this or any other Agreement at any time; (3) require the refund of any funds paid hereunder; (4) any combination of the foregoing; or (5) any other action the Board deems necessary and appropriate as permitted by law. Any breach of the warranties or violation of the provisions of this paragraph shall be grounds to find the Contractor or its principals as not a responsible bidder on other Board or City contracts.
- I. Provider shall adhere to the Central Board of Education policy on Conflicts of Interest, the Chancellor's Regulations on Conflicts of Interest C-110, and the New York City Charter provisions on Conflicts of Interest which are hereby incorporated by reference as if fully attached hereto.

34. Antitrust

The Contractor assigns to the Board its right, title and interest in and to any claim or cause of action arising under the antitrust laws of New York State or the United States relating to the goods or Services purchased or procured by the Board pursuant to this Agreement.

35. Merger and Choice of Law

This written Agreement constitutes the entire agreement of the parties, and no other prior or contemporaneous agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto, or to vary any of the terms contained herein. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to its conflict of law rules.

36. Participation in an International Boycott

- A. The Contractor agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

- B. Upon the final determination by the Commerce Department or any other agency of the United States that the Contractor or a substantially-owned affiliated company thereof, participated, or is participating, in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Chancellor or his designee may, at his option, render forfeit and void this contract. (1/12/89)

37. No Discrimination

- A. The Contractor will strictly comply with all applicable Federal, State and Local laws pertaining to the subject of discrimination on any ground, as they may now read or as they may hereafter be amended.
- B. The Contractor is, and will remain, an Equal Opportunity Employer. In addition to the other requirements of this paragraph 37, the Contractor shall provide equal opportunity for all qualified persons, and shall not discriminate in employment because of race, creed, gender, color, age, sexual orientation, national origin, handicapping condition, marital status, or religion and shall promote the full realization of equal opportunity. (Rev. 9/20/88)
- C. Pursuant to the provisions of the New York State Labor Law, the Contractor agrees, in its operations performed within the State of New York:
- (1) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
 - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
 - (3) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated by the contractor or subcontractor, or anyone acting on behalf of the contractor in violation of the provisions of the contract;
 - (4) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract;

- (5) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York; and
- (6) That the Board is, for purposes of this subparagraph C., a "state or municipality." (Rev. 11/25/96)

38. Equal Employment Opportunity Requirements for Professional Contractors

A. Definition of Terms for the Implementation of a Program of Affirmative Action.

The following terms, when used in this paragraph, shall have the meanings given for them.

- (1) "Employee": Any person employed full or part-time in any capacity by the Contractor or sub-contractor.
- (2) "Minority Groups and Affected Classes": Blacks, Hispanics (Non-European), Asian Americans, American Indians, females and individuals with handicapping conditions.
- (3) "Program of Affirmative Action": A detailed, result-oriented set of written procedures submitted by a Contractor or sub-contractor which when implemented with conscious effort results in compliance with the Equal Opportunity Policy herein, through full utilization and equal treatment of minorities, women and individuals with handicapping conditions at all levels and in all segments of the Contractor's or sub-contractor's work force. An effective Program of Affirmative Action shall include but not necessarily be limited to, the following elements:
(Rev. 9/20/88)
 - (a) Development or reaffirmation of the Contractor's or sub-contractor's Equal Opportunity Policy;
 - (b) Dissemination of the Policy;
 - (c) Responsibility for implementation;
 - (d) A survey and analysis of employment at all levels and in all categories and aspects of the Contractor's or sub-contractor's work force, which determines if and at which levels, categories, and aspects there is an underutilization of minority and female employees;
 - (e) An analysis of employment policies and practices, including but not limited to seniority systems, recruitment, training, promotion, insur-

ance and job benefits and their effects upon minorities, women and individuals with handicapping conditions;

- (f) Corrective actions taken, or to be taken, toward the elimination of any employment policy or practice having a discriminatory effect on minority group members and women; and
 - (g) Description of the Contractor's efforts to engage, as sub-contractors, bona fide minority business enterprises and female enterprises.
- (4) "Goals and Timetables": Projected levels of achievement resulting from an analysis by the Contractor or sub-contractor of its deficiencies, and of what it can reasonably do to remedy them within a specified time period.
 - (5) "Underutilization": Having fewer minorities, women and individuals with handicapping conditions in a particular job classification than would reasonably be expected by their availability in the appropriate labor force.
 - (6) "The Office": The Office of Equal Opportunity of the Board.

B. Required Program of Affirmative Action

- (1) The Contractor is required to identify and eliminate overt and covert discriminatory practices and implement the Program of Affirmative Action. Upon demand of the Office the Contractor shall submit to the Office a detailed written Program of Affirmative Action (hereinafter referred to as a "P.A.A."). In the event the Contractor submits a P.A.A. not acceptable to the Office, the Office will require the correction or revision of the P.A.A. to its satisfaction.
- (2) In the event the Contractor fails to submit such an acceptable P.A.A. within the time specified in the demand, the Contractor may be declared in default. The Director shall be the sole judge of the P.A.A.'s acceptability. The P.A.A. shall:
 - (a) Apply to all Board of Education professional services contracts with the Contractor;
 - (b) Encompass all phases of the employment process, including evaluation of job classification to ensure job relatedness, recruitment, selection, validity of examinations, retention, layoffs, seniority, assignments, training, promotion, salary and benefits;
 - (c) Fulfill the following requirements:

- (i) Include measurable goals, reasonable timetables and specific programs to be implemented by the contractor to identify and eliminate deficiencies in employment practices with respect to the underutilization of members of minority groups and members of affected classes;
- (ii) Include a statement of the present utilization of minority group members and women in the Contractor's work force and a projection of the minority utilization in the Contractor's work force for the life of the Contract and for at least a one-year period succeeding its completion. This statement and projection shall include present and projected (1) rates of hiring and promotion of minority group members and women in specific job categories at each wage rate within each level of employment and according to major organizational unit, and (2) percentages of minority group and women utilization in specific job categories at each wage rate within each level of employment, and according to major organizational work force;
- (iii) Include all of the Contractor's facilities within New York City as well as those facilities located elsewhere within the continental limits of the United States;
- (iv) Specify the union(s) or other employee organizations to which the Contractor's employees belong, and shall include commitments to good faith efforts to effect Equal Opportunity changes directly or indirectly, in programs by such unions or organizations to recruit, train, qualify or otherwise select members, if such changes are deemed necessary. The P.A.A. shall also include a copy of any agreement with an employee association which affects employment policies and practices;
- (v) Be submitted in such format as shall be specified by the Director of the Office;
- (vi) Include a commitment to submit to the Director a separate P.A.A., of the form (i) to (v) hereof, for each subcontractor prior to approval of the subcontractor by the Board of Education;
- (vii) Include a written evidence or proof which shows that minority entrepreneurs have been solicited and given an equal opportunity to submit proposals and that such proposals have been given equal consideration for award;

- (viii) Contain commitments as to goals for minority and affected classes employment and adoption of equal employment practices not less strict than the commitments contained in the Contractor's most recent P.A.A. which was approved by the Office.

C. Compliance Inspection Report

Upon demand of the Office the Contractor shall, within the specified time, submit to the Office a Compliance Inspection Report. The completed Compliance Inspection Report must be returned to the Office within such time as is specified in the requisition for information accompanying the report form.

D. Conferences

The Contractor shall attend such conferences as shall be required by the Office for the purpose of acquainting it with the statutory and contractual requirements and what specific measures shall constitute an acceptable P.A.A.

E. Implementation of P.A.A.

During the Term of the Contract, the Contractor shall successfully implement the P.A.A. approved by the Office.

F. Default

If, in the opinion of the Office, the Contractor has breached any of the requirements of paragraphs 36 or 37 hereof it may seek to have the Contractor declared in default by the Chancellor's designee as provided elsewhere herein. (Rev. 10/10/02)

For further information concerning these rules, regulations or procedures, contractors may consult with the Office of Equal Opportunity of the Board.

39. MacBride Principles Provisions for Board of Education Contractors

ARTICLE I. MACBRIDE PRINCIPLES

PART A

In accordance with section 6-115.1 of the Administrative Code of the City of New York, the Contractor stipulates that such Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contract either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accor-

dance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

For purposes of this section, the following terms shall have the following meanings:

"MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II. ENFORCEMENT OF ARTICLE I.

The Contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that the Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Contractor an

opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the Contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or contractors. In the case of a requirements contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law. (8/92)

40. Set-Off Rights

The Board shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Board's option to withhold for the purposes of set-off any moneys due and owing to the Board with regard to this Agreement, any other agreement with the Board, including any agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the Board for any other reason. The Board shall exercise its set-off rights in accordance with normal Board practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Board, its representatives, or the State or City Comptroller. (1/95)

41. Non-Collusive Bidding

If this Agreement was awarded by the Board based upon the submission of bids or proposals, Contractor warrants under penalty of perjury, that its bid or price quotation was arrived at independently and without collusion aimed at restricting competition. (10/92)

42. Intentionally Left Blank (Burma Provision Deleted 9/6/01)

43. Intentionally Left Blank (Year 2000 Compliance Required Deleted 11/27/02)

44. Fair and Ethical Business Practices

A. Fair and Ethical Business Practices shall be strictly adhered to during the term of this Agreement. During the term of this Agreement, Contractor shall not:

- (1) File with a government office or employee, a written instrument which intentionally contains a false statement or false information;

- (2) Intentionally falsify business records;
- (3) Give, or offer to give, money, gifts or anything of value or any other benefit to a labor official or public servant with intent to influence that labor official or public servant with respect to any of his or her official acts, duties or decisions as a labor official or public servant;
- (4) Give or offer to give, money, gifts or anything of value or any other benefit to a labor official or public servant for any reason;
- (5) Give, or offer to give, money, gifts or other benefit(s) to an official or employee of a private business with intent to induce that official or employee to engage in unethical or illegal business practices;
- (6) Knowingly participate in the criminal activities of any organized crime group, syndicate or "family," nor shall any person employed by or associated with any such organized crime "family," syndicate or group participate through criminal means in any of the business affairs of Contractor.

B. Contractor certifies throughout the term of this Agreement, that there have been no changes in circumstances, conditions or status of Contractor's qualification(s) as reflected in Contractor Questionnaire or other such documents submitted to the Board. Any change in the information provided by Contractor in its questionnaire currently on file with the Board must be immediately reported to the Board. In addition, Contractor shall immediately notify the Board of any of the following events if it becomes known that any director, partner, officer, member or employee of Contractor, or any shareholder owning 5% or more of Contractor's membership interests:

- (1) is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or
- (2) is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
- (3) is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime. (10/8/98)

45. Indemnification Language

The Contractor shall defend, indemnify and hold the Department and the City harmless from and against any and all claims, suits, damages, judgments, liabilities, costs, and expenses, including reasonable attorneys' fees, to which they may be subject because of or related to any claim that the Copyrightable Materials or their use constitutes an infringement by the Contractor or a violation by the Contractor of the copyright, patent, trademark, or any other property or personal right of any third party. For the purposes

of this provision, "Copyrightable Materials" shall include any reports, documents, data, photographs, software, and/or other materials provided pursuant to this agreement, regardless of whether the copyright in such materials is or shall be owned by the Department, the Contractor, or third parties. This indemnification shall survive the termination or expiration of this Agreement. This indemnification provision shall not be limited in any way by the Contractor's obligations to obtain insurance as provided under this Agreement. Furthermore, Contractor shall defend and settle at its sole expense all suits or proceedings brought against Contractor arising out of the foregoing. However, in cases involving software, no such settlement shall be made that prevents the Department from continuing to use the software without the Department's prior written consent, which consent shall not be withheld unreasonably. 1/15/03

46. Duty to Report to SCI

The Contractor and its employees, agents and Subcontractors must report to the Office of Special Commissioner of Investigation of the New York City School District ("SCI") any criminal activity and/or conflicts of interest in relation to this Agreement, as well as any violation of this Agreement or any Board and/or New York State Education Department regulations in connection with the performance of this Agreement. The Contractor must inform, in writing, each employee, agent, and Subcontractor of his/her duty to report. (Rev. 7/30/07).

SALES TAX LETTER

ATTACHMENT C

PURCHASING AGENCY LETTER



NEW YORK CITY DEPARTMENT OF EDUCATION

JOEL I. KLEIN, *Chancellor*

OFFICE OF THE CHANCELLOR

52 Chambers Street □ New York, NY 10007-1222

January 28, 2008

MEMORANDUM

TO: **Suppliers/Sellers/Lessors to RMC Research Corporation ("RMC")**

FROM: Michael P. Coneys, Attorney

SUBJECT: *Appointment of RMC Research Corporation as special purchasing agent for NYCDOE Teacher Peer Observation and Evaluation Services Agreement.*

Please be advised that, pursuant to a formal written contract, the Board of Education of the City School District of the City of New York (*d/b/a* New York City Department of Education and "NYCDOE") has appointed the RMC Research Corporation ("RMC"), located at the Lincoln Building, 60 East 42nd Street, Suite 1345, New York, NY 10165-1345, to be and to act as an official purchasing agent on behalf of the New York City Public School System for the limited purposes of making and effecting purchases, leases and other forms of lawful acquisition of goods, commodities, materials, supplies, equipment, labor, and services, *etc.*, for purposes of the resale of such items and services to the NYCDOE as part of a NYCDOE agreement with RMC to furnish goods, materials and services for an Unemployment Insurance Claims Services Program.

For purposes of Federal, State and local sales, excise, compensating use, gross receipts and other applicable taxes, please be advised that the NYCDOE is a tax exempt municipal corporation, school district and political subdivision as defined under the U.S. Internal Revenue Code, 26 U.S.C. §4221, *et seq.*, the New York State Tax Law, §1116, *et seq.*, the New York State Education Law, §2551, and the New York State General Construction Law, §66(1). The NYCDOE **Tax Exempt Identification No. is 69-0210637**. Thus, all otherwise taxable purchases, leases, and other forms of lawful acquisition by RMC for purposes of this NYCDOE program should be exempted from the collection of sales, excise and/or compensating use taxes, because RMC is acting as an agent on the NYCDOE's behalf. RMC is a reseller and not an end consumer; the NYCDOE is the end consumer.

This agency appointment and sales tax letter expires on July 31, 2010.

Please contact me at your earliest convenience if you have any questions or comments that you wish to discuss regarding this matter. Thank you for your attention and cooperation.

MPC/m

Tel: (212) 374-3442

Reference: K:\OLS\COM\CONEYS\Contracts\2007-08 contracts\rmc research corporation\draft iterations\draft 1\Attachment C Purchasing Agency Letter.doc

WORK PLAN

RFP # R0116-Peer Observation and Evaluation Appendix E2 Program Plan Narrative

Appendix E2 - Section 4.1 Program Plan/Narrative

As required in Section 4.1 of the RFP, in the space below, describe in detail your program and methods to accomplish the services proposed. Include a work plan indicating approximate dates and frequency of services. Use as much space as need, **but please be concise**.

RMC Research Corporation proposes to provide a cadre of highly experienced classroom teachers, professional coaches and former administrators to be peer observers for identified K-12 classroom teachers in danger of receiving charges pursuant to Education Law 3020a for incompetence. These highly qualified Peer Observers will provide necessary instructional support for the participating teachers based on their individual needs. An individualized plan will be developed collaboratively and will become the roadmap for the professional support provided. Work with participant teachers will be conducted through an objective lens by all RMC Peer Observers and will result in critical feedback and meaningful recommendations about continued employment to principals and school administrators.

Framework

Based on successful work done in other states (e.g. Colorado, Nevada, Texas and Wyoming) and in other school districts to support their efforts to produce more robust student outcomes, RMC Research has created a framework which reflects indicators identified in the research literature related to high academic performance. These are presented in a list of **constructs** which are organized in broad categories, such as Curriculum, Teaching and Learning, Professional Development and Assessment as seen below. As part of RMC's previous work, these constructs were used as the context for in-depth classroom observations, follow up recommendations to the teachers and school administrators for improvement and for consistent, evidence based written reports. They are as follows:

Curriculum Constructs

1. The school has an enacted curriculum that is aligned with the New York City and New York State Core Curricula.
2. The enacted curriculum provides access to the New York City and New York State Core Curriculum for all students.
3. Grade levels and departments collaborate to reach common curricular goals. (Horizontal articulation)
4. There is effective curricular coordination and articulation among all grade levels within the school as well as with other schools in the district. (Vertical articulation)
5. Curriculum expectations are communicated to all stakeholders.

Teaching and Learning Constructs

1. The enacted curriculum emphasizes the development of critical thinking and decision-making skills.
2. The enacted curriculum emphasizes the development of communication and collaboration skills.
3. Teachers demonstrate strong content knowledge and are NCLB highly qualified to teach the subject matter.
4. Teachers use culturally responsive instructional strategies.
5. Educators and staff collaborate with a focus on the Utah State Core Curriculum, instruction, and assessment for improved student achievement.
6. Effective, varied, and differentiated research-based instructional strategies and materials are used to meet the needs of all students.
7. Teachers manage classroom behavior so that students are actively engaged in learning.
8. Students are provided with additional instruction and intervention as needed to improve achievement.
9. Teachers and students use technology effectively in classroom activities and instruction.
10. Teachers use instructional strategies that facilitate transfer of knowledge.

RFP # R0116-Peer Observation and Evaluation Appendix E2 Program Plan Narrative

Assessment Constructs

1. Classroom assessments of student learning are ongoing, rigorous, and aligned with core content.
2. Both formative and summative evaluation data are analyzed to plan for continuous improvement for each student, subgroup of students, and the school as a whole.
3. Educators and staff systematically analyze assessment data to determine the effectiveness of programs and materials.
4. Performance standards are clearly communicated, evident in classrooms, and observable in student work.
5. Ongoing, specific, constructive feedback is given to students.
6. Teachers use common assessments to evaluate student learning and inform instruction.

Professional Development

1. Professional development is provided for school administrators, teachers, and staff that has a direct connection to student achievement data.
2. Professional development helps teachers, administrators, and staff acquire deeper knowledge of curriculum content.
3. Professional development helps educators and staff acquire greater knowledge of effective, research-based, content-specific pedagogy.
4. Adequate resources for professional development are provided.
5. Professional development is based on teacher need.

School Culture/Climate Constructs

1. The instructional organization of the school and the classroom supports the achievement of all students and disaggregated student groups.
2. Student achievement is highly valued and publicly celebrated.
3. Staff, students, and the school community share a set of goals and practices aligned with a common vision for the purpose of fostering academic achievement for all students and disaggregated student groups.
4. School/classroom rules, practices, and activities foster a sense of community and belonging.

These research based constructs, which provide a framework for observing and evaluating classrooms and teaching performance, are both aligned to the Narratives embedded in the *Professional Teaching Standards* from the New Teacher Center at the University of California, Santa Cruz and are integrated into the observation instruments and the observation and feedback reports. They will also serve as the basis for training the Peer Observers to ensure consistency and quality in working with teacher participants in schools across New York City.

RMC Research's inclusion of Key Personnel in this project who have had specific knowledge of and experience with the provision of professional support to classroom teachers on all levels to foster improvement, experience in observing teachers and writing clear, objective reports and extensive experience in preparing accepted documentation for presentation at requisite hearings mandated by Education Law 3020-a will ensure that RMC's oversight of the Peer Observers will achieve all desired outcomes.

Since the ability to document the performance of participant teachers in a manner that has the potential to inform the actions of the principal as well as to be introduced in disciplinary hearings, when appropriate, it will be critical that RMC Research provides intensive training for Peer Observers. Based on first hand knowledge of requirements for documentation, training will be conducted for all Peer Observers prior to their first meetings with participant teachers.

RFP # R0116-Peer Observation and Evaluation Appendix E2 Program Plan Narrative

The program plan will meet all of the **goals and objectives** of this initiative as follows:

- **Develop and support a culture of reflective practice and improvement among teachers served.**

RMC Research will include, as part of the training and protocols for Peer Observers, specific coaching and mentoring strategies for fostering reflective practice among teacher participants. These strategies will support teachers to continually assess their growth; identify their successes and areas of weakness; analyze their teaching against the achievement of their students; collaborate in the development of an individualized plan designed to foster their professional growth. RMC Research has published guides for coaching and mentoring techniques to improve instruction (e.g. *Leading for Reading Success: An Introductory Guide for Reading First Coaches*) from which research based strategies for coaching will become part of the training for Peer Observers.

- **Coach teachers on collaboratively developed specific goals by modeling lessons and providing feedback to teachers served in areas such as instructional delivery, classroom management, assessment of students, planning for instruction and maintaining positive relationships with students and parents.**

Using the **Constructs** and related observation protocols as guides, Peer Observers will undergo simulations during their training that include the modeling of each key area cited above which will be designed to enhance and support their coaching and modeling skills. Additionally, the RMC Research feedback forms will include these areas and will provide the participant teachers with evidence-based feedback and suggestions for next-steps to promote professional improvement and growth. All of the Peer Observers provided by RMC Research will have had successful experience in each of these areas and will be competent and qualified to provide high quality assistance to all teachers in their caseloads.

- **Differentiate support for teachers served based on demonstrated need.**

Through classroom observations and regular meetings with school administrators, Peer Observers will assess the strengths and vulnerabilities of each participant teacher in their caseloads. Peer Observers will offer guidance to participant teachers and will coach and model lessons as appropriate. Peer Observers, in concert with school administrators, may also arrange for participant teachers to visit other exemplary classrooms and/or schools for focused observations. An individualized plan will be collaboratively developed that will target the teachers' areas of need and all teacher conferences, demonstrations and modeling will be focused on these areas.

- **Conference with school administrators on teachers' progress, and final assessments of competence.**

Once schedules are developed for Peer Observers to visit each participant teacher in their caseload, meetings and conference with school administrators will also be scheduled. These meetings and conferences will optimally occur after each classroom visit, will allow for sharing and discussion of the progress reports and will provide the school administrators with on-going feedback of observations and coaching results. Peer Observers will have the opportunity to make recommendations to the principal. These meetings/conferences will also provide a forum for the school administrators to give

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feedback as to the progress of the participant teacher(s) during the times when the Peer Observer is not there. Peer Observers will be required to provide a final report to the principal which will express a judgment of the competence (including growth to date and potential for additional improvement) of the participant teachers.

- **Write observation reports and other summary documents to be shared with the teacher and school supervisors and administrators, and to be used in disciplinary hearings when appropriate.**

Pre-service and on-going training will be provided to Peer Observers on writing observation and other reports that follow established protocols for evaluation and documentation. These reports will have to meet the standard of review of ratings and rating reports so that they are never viewed as discriminatory, arbitrary or capricious so as to constitute an abuse of discretion. Additionally, these reports will be required to contain:

- supporting specific reasons which justify any action or conclusion
- supporting documentation,
- evidence of on-going support and professional development.

Observation reports will include data observed and collected in the following areas:

- **Descriptive Information**
- **Classroom staffing**
- **Classroom organization/environment**
- **Instructional strategies observed** (i.e. classroom pacing, differentiated instruction, intervention for struggling students, higher order thinking skills, etc.)
- **Quality of instruction**
- **Student grouping**
- **Progress monitoring and evaluation**
- **Data driven decision making**
- **Classroom culture/climate**
- **Relationships With Parents**

- **Maintain required records and reports to document use of time throughout the school year, including tracking their time spent with each teacher on their caseload.**

Each Peer Observer will be required to maintain a log which will reflect all of their activities in the schools, including their direct contact with teacher participants and meetings with school administrators. These activity logs will be maintained by RMC Research for verification of Peer Observers' use of time and may be utilized as additional documentation at disciplinary hearings, where applicable. Additionally, observation reports, feedback reports and reports of final assessments of competence will be similarly maintained.

- **Provide services during the school day. Services may also be provided after-school, weekends, evenings, and/or during the recesses and summer months, as required by the NYCDOE.**

Peer Observers will be recruited based on their willingness to provide services during times required by the NYCDOE.

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Quality of Peer Observers

RMC Research will ensure that the quality of all Peer Observers will be at the highest level. Peer Observers will meet all requirements set forth for this initiative and will have had experience as exemplary teachers or coaches in their areas of expertise. Based on the *Continuum of Teacher Development* created the new Teacher Center at the University of California, Santa Cruz, the Peer Observers will meet the indicators used for *Innovating* teachers and will use those strategies in their work with participant teachers.

Use of Automobile

It is highly probable that Peer Observers will use their automobiles in the necessary provision of their services. Specific information as to how many and which Peer Observers will use their automobiles can be provided prior to the first day of program service.

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Work Plan

| ACTIVITY: Provide Peer Observers to support New York City public school administrators and identified K-12 tenured classroom teachers in danger of receiving charges for incompetence pursuant to Education Law 3020-a | | | | |
|---|------------------------------|-------------------------|-------------------------|--|
| * Indicates primary staff responsible for task | | | | |
| Sub-Activities | Frequency of Services | Timeframe | Staffing* | Measures of Success |
| Recruit high quality retired classroom teachers and coaches from within and outside of New York City | On-going | June, July, August 2007 | Hirsch, Kase, Rosenbaum | 30 Peer Observers hired |
| Train Peer Observers to use observation protocol and to write objective observation reports/summary documents | 5 sessions | August, 2007 | Kase, Rosenbaum, Billig | Sample/prototype observation reports produced by Peer Observers |
| Provide professional development for Peer Observers in the use and integration of the Constructs for observation through simulations of all key areas | 5 sessions | August, 2007 | Kase, Rosenbaum, Billig | Documentation of successful completion of professional development |
| Develop logs and other required records to document the use of time (including observations, meetings with participant teachers and administrators, creating plans and writing reports) | On-going | June, July 2007 | Hirsch, Kase, Rosenbaum | Activity logs and report protocols created |
| Receive caseload of participating teachers and match with Peer Observers (by areas of certification and expertise) | On-going | September 2007 | Hirsch, Kase, Rosenbaum | Caseload schedule developed |

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| ACTIVITY: Provide Peer Observers to support New York City public school administrators and identified K-12 tenured classroom teachers in danger of receiving charges for incompetence pursuant to Education Law 3020-a | | | | |
|---|-----------------------------------|-----------------------------------|---------------------------------|--|
| * Indicates primary staff responsible for task | | | | |
| Sub-Activities | Frequency of Services | Timeframe | Staffing* | Measures of Success |
| Conduct onsite visits to each participant teacher to observe, coach, and confer about progress and next steps | 24 sessions (avg) per participant | September 2007- June 2008 | Peer Observers | Activity logs, reports of meetings with administrators, |
| Schedule and participate in meetings/conferences with school administrators | 24 sessions (avg) per participant | September 2007- June 2008 | Peer Observers | Successful feedback between Peer Observers and school administrators on progress/next steps for participant teachers |
| Develop and continually update individualized plans for each participating teacher in caseload based on demonstrated need | On-going | September, October, November 2007 | Kase, Rosenbaum, Peer Observers | Approved plans that will result in improvement if implemented competently |
| Prepare feedback sheets, observation reports after each visit | On-going | September 2007- June 2008 | Peer Observers | Copies of feedback sheets, and observation reports received by teacher participants and administrators and maintained in RMC Research office |
| Prepare final reports of competence for each participant teacher in caseload | On-going | November 2007 – June 2008 | Peer Observers | Copies of feedback sheets, and observation reports received by school administrators and maintained in RMC Research office |
| Participate in disciplinary hearings, as required | As required | October 2007 – June 2008 | Peer Observers | Documentation provided by Peer Observers is accepted and appropriately supportive |

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Date _____

Name of Peer Observer _____

School _____

Name of Teacher _____

Room#/Grade Level _____

Subject Area _____

Class Register _____

Number of Students Present _____

Describe What Is Observed

I. Classroom Staffing:

- Number of teachers _____ If more than one, explain roles/responsibilities
- _____
- Number of paraprofessionals _____
- Other adults (e.g. volunteers, student teachers, etc.) _____

2. Classroom Organization/Environment:

- Describe the physical environment (i.e. desk placement, tables, work areas, computers, centers, etc.)

- Describe how student work is displayed. Is it current? How is it graded? Are rubrics posted?

3. Instructional Strategies: (indicate what is observed in the following categories):

- Engagement of students
- Differentiated instruction
- Grouping for instruction
- Intervention for struggling students

4. Quality of Instruction:

- Challenging curriculum
- Complex problem solving
- Higher order thinking strategies

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5. Transfer of knowledge to real world settings: (e.g. projects and activities where learning is applied to real life situations):

6. Cultural Awareness (e.g. multicultural materials available, etc.):

7. English Language Learners: (If applicable)

- Native language materials available?
- Instruction in English/Spanish?
- Certified ESL teacher?

8. Special Education: (If applicable)

- Inclusion or self contained class?
- Students have access to regular curriculum?
- Appropriate materials available?
- Certified Special Educator works with them for at least part of day?

9. Evidence of on-going assessment of instruction:

- Progress monitoring
- Feedback to students

10. Evidence of data driven decision making:

- Use of assessment data to inform instruction
- Use of data to create flexible groupings

11. Classroom culture/climate:

- High expectations for all students
- Respect for all students
- Teacher is prepared to teach with minimal/no "wait time" for students
- Positive student-teacher and student-student interactions

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- **Understanding and adherence to school and class rules**

12. Relationships with parents:

- **Effective communication with parents about individual student progress**
- **Engagement of parents as partners in their children's education**
- **Encouragement of parents' to participate in school programs**