Agreement

This Agreement (Agreement) is between Suffolk County Community College (College), having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered community college (pursuant to New York State Education Law) under the sponsorship of the County of Suffolk (County), a municipal corporation of the State of New York, and

Development Institute, Inc. (Consultant), a Massachusetts corporation licensed to do business in the State of New York, having its principal place of business at 150 Staniford Street, #331, Boston, MA 02114.

The parties hereto desire for Consultant to provide the College with grant proposal development consultation services for the College’s TRIO Project (Services).

Term of Agreement: August 1, 2014 through January 15, 2015

Total Cost of Agreement: Not exceed $7,000.00 as set forth in Exhibit E, attached.

Terms and Conditions: Shall be as set forth in Exhibits A through F; attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Development Institute, Inc.

By: ____________________________
   Katherine L. German
   Vice President
   Fed. Tax ID # 04-2703944
   Date: 8/14/14

Approved as to Legality:
Suffolk County Community College

By: ____________________________
   Louis J. Petrizzo
   College General Counsel
   Date: 08/26/14

Suffolk County Community College

By: ____________________________
   Dr. Shaun L. McKay
   President
   Date: 8/27/14

Approved:
Suffolk County Community College

By: ____________________________
   Gail Mizzoni
   Vice President for Business and Financial Affairs
   Date: 8/26/14

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General Terms and Conditions

Whereas, on May 19, 2014 the College issued an Request for Qualifications, and in response thereto, established a list of eligible and qualified Grant Proposal Developers, which include Consultant, and

Whereas, on June 17, 2014, Consultant submitted a proposal in response to the request; and

Whereas, the College has selected Consultant to provide the services as set forth herein; and

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Consultant Responsibilities
   a. Services
      
      Consultant shall provide the Services described in Exhibit D, entitled “Description of Services.”
   
   b. Qualifications and Licenses
      
      To the extent applicable, Consultant specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Consultant has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination
   a. Term
      
      This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.
   
   b. Termination for Cause
      i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.

iii. If Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Consultant.

iv. In the event of a failure on the part of Consultant to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Consultant is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Consultant will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Consultant has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

d. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

e. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Consultant is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Consultant for the services rendered through the date of termination.

f. Payments upon Termination

i. Upon receiving a Termination Notice, Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.

ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective
as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Consultant prior to termination of this Agreement, that are pursuant to, and after Consultant's compliance with, the terms and conditions of this Agreement.

iii. Upon termination, Consultant agrees to promptly reimburse to the College the balance of any funds advanced to Consultant by the College. Upon termination, any funds paid to Consultant by the College which were used by Consultant in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Consultant from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. **Indemnification**

a. **General**

Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Consultant in connection with the services described or referred to in this Agreement. Consultant shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Consultant, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. **Federal Copyright Act**

Consultant hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Consultant in connection with the services described or referred to in this Agreement. Consultant shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any
such suit arising out of the acts or omissions or negligence of Consultant, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

a. Consultant agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Consultant agrees to require that all of its subcontractors, in connection with work performed for Consultant related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Consultant. Unless otherwise specified by the College and agreed to by Consultant, in writing, such insurance shall be as follows:

i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. **Automobile Liability** insurance (if any vehicles are used by Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv. **Professional Liability** insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per occurrence or claims made coverage basis.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. Consultant shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of
commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Consultant shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.

d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Consultant notice in writing.

e. In the event Consultant shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

5. **Independent Contractor**

It is expressly agreed that Consultant's status hereunder is that of an independent contractor. Neither Consultant, nor any person hired by Consultant shall be considered employees of the College and/or the County for any purpose.

6. **Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. **Merger; No Oral Changes**

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.
8. Set-Off Rights

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College’s option to withhold, for the purposes of set-off, any moneys due to Consultant under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

9. Non-discrimination in Services

During the performance of this Agreement:

a. Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

i. deny any individual any services or other benefits provided pursuant to this Agreement; or

ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

iii. subject an individual to segregation or separate treatment in any matter related to the individual’s receipt of any service(s) or other benefits provided pursuant to this Agreement; or

iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

b. Consultant shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

i. the types of service(s) or other benefits to be provided, or

ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
iii. the class of individuals to be afforded an opportunity to receive services.

10. Nonsectarian Declaration

Consultant agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

12. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

13. Conflicts of Interest

a. Consultant agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.

b. Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Consultant is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

15. Confidentiality

Any records, reports or other documents of the College and/or the County used by Consultant pursuant to this Agreement or any documents created as a part of this Agreement shall remain
the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

16. Assignment and Subcontracting

a. Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

b. Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Consultant shall be responsible for the performance of any subcontractor for the delivery of service.

17. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College, County and Consultant. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

18. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

19. Publications and Publicity

a. Consultant shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:
“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”

b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

20. Copyrights and Patents

a. Copyrights

If the work of Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Consultant may secure copyright protection. However, the College reserves, and Consultant hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Consultant may apply for and secure for itself patent protection. However, the College reserves, and Consultant hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A
Exhibit B
Suffolk County Legislative Requirements

1. Consultant's/Vendor's Public Disclosure Statement

Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Consultant represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Form: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"
3. Use of County Resources to Interfere with Collective Bargaining Activities
   Local Law No. 26-2003

Consultant represents and warrants that it has read and is familiar with the requirements of
Chapter 466, Article 1 of the Suffolk County Local Laws, “Use of County Resources to
Interfere with Collective Bargaining Activities.” County Contractors (as defined) shall comply
with all requirements of Local Law No. 26-2003 including the following prohibitions:

a. Consultant shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse Consultant for any costs incurred to assist,
   promote, or deter union organizing.

c. The County of Suffolk shall not use County funds to assist, promote, or deter union
   organizing.

d. No employer shall use County property to hold a meeting with employees or
   supervisors if the purpose of such meeting is to assist, promote, or deter union
   organizing.

If Consultant services are performed on County property, Consultant must adopt a reasonable
access agreement, a neutrality agreement, fair communication agreement, nonintimidation
agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be
performed on County property, Consultant must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under
appropriate circumstances, to terminate this Agreement and to seek other remedies as set
forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled “Suffolk County
Department of Labor – Labor Mediation Unit Union Organizing
Certification/Declaration – Subject to Audit”

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk
(Local Law 52-2006). It provides that all covered employers, (as defined), and the owners
thereof, as the case may be, that are recipients of compensation from the County through any
grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract,
license agreement, lease or other financial compensation agreement issued by the County or
an awarding agency, where such compensation is one hundred percent (100%) funded by the
County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which
is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of
the United States Code Section 1324a with respect to the hiring of covered employees (as
defined) and with respect to the alien and nationality status of the owners thereof. The
affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the Consultant, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

Consultant acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Consultant represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.
Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor—"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

Consultant represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

Consultant represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

Consultant agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

Consultant represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Consultant certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, Consultant represents that it shall not
use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. **Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us). Click on “Laws of Suffolk County” under “Suffolk County Links”.

*End of Text for Exhibit B*
Exhibit C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Consultant

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Insurance

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

For Consultant

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.
3. Notices Relating to Termination and/or Litigation

In the event Consultant receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Consultant shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Consultant.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and the County:

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Consultant:

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

4. Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

5. Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service,
upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

6. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C
Exhibit D
Description of Services

STATEMENT OF WORK FOR 2014 GRANTS CONSULTATION - CONSULTATION FOR TRIO SSS GRANT PROPOSAL TO THE U.S. DEPARTMENT OF EDUCATION

Consultation services are requested to assist Suffolk County Community College (Suffolk) in conducting a planning session and subsequent consultations for the College’s 2014 proposal to continue SCCC’s TRIO Student Support Services (SSS) program. Suffolk received its first four-year TRIO SSS grant in 1998, two additional four-year grants in 2001 and 2005, and a five-year grant in 2010.

The services requested include the planning and submission of a TRIO SSS grant proposal for a new project period beginning in 2015-16. It is anticipated that the proposal will be due to the U.S. Department of Education sometime between September and December of 2014, although the department has not yet announced the date. The purpose of the consultation will be to provide guidance and advice to Suffolk personnel about preparing and submitting the proposal, including up to one on-site visit and as many off-site consultations as are required to assist with the completion of the first and the final drafts.

The contract will be for a fixed amount not to exceed $7,000.00, which includes all travel and meal expenses of the consultant, according to the price structure outlined in the consultant’s response to the Request for Qualifications (RFQ), attached hereto as Exhibit F. The College requires: (1) a one-day, on-site visit to SCCC’s Ammerman Campus in Selden, NY, most likely to occur after the TRIO-SSS Federal Register announcement expected between July and September of 2014, which includes consulting services; and (2) off-site consultations related to the production of the first draft and final draft of the TRIO SSS proposal. All proposal drafts will be distributed by e-mail. All off-site work will be done via the telephone, e-mail or by overnight mail, as appropriate. Responses to each draft are to include comments, constructive feedback, as well as suggested editorial changes on each draft. Both the first draft and final draft must be returned to the College within 48 hours of receipt by the consultant.

End of Text for Exhibit D
Exhibit E
Payment Terms and Conditions

(1) Specific Payment Terms and Conditions

The fee for grant proposal development consultation services is $125.00 per hour to a maximum of $1,000.00 per day (eight hours).

Travel-related expenses are estimated at approximately $500.00 per trip to campus and are subject to expenses incurred, as verified by receipts.

a. Airfare. College will reimburse for Economy/Coach airfare only.
b. Meals. Meal receipts must be itemized (credit card receipt with a total amount is not acceptable) and include charges for consultant only. Alcoholic beverages will not be reimbursed.
c. Lodging. Consultant will be reimbursed according to the applicable GSA per diem rates.

Invoices will be submitted and will be paid upon verification of completion of work in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon submission of comments &amp; feedback of second draft</td>
<td>30%</td>
</tr>
<tr>
<td>Upon completion of site visit</td>
<td>45%</td>
</tr>
<tr>
<td>Upon submission of comments &amp; feedback of final draft</td>
<td>25%</td>
</tr>
</tbody>
</table>

Maximum amount to be paid to Consultant over the term of the Agreement, inclusive of both consulting service and travel-related expenses, is $7,000.00.

(2) General Payment Terms

a. Consultant shall prepare and present an invoice to the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.

b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.

c. The charges payable to Consultant under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.

d. Prior to authorizing payment to Consultant, the College shall perform a thorough review of the work performed by Consultant under this Agreement and shall formally
certify, in writing, that Consultant's work has been satisfactorily completed in full
compliance with the terms of this Agreement. This certification of compliance shall
be included with the standard claim documentation and forwarded to the College for
claim audit and authorization for payment.

e. From the payments provided for Consultant in this Agreement, Consultant shall pay
for all materials and supplies used by Consultant in the performance of the services
to be rendered by Consultant or its agents or employees of any kind whatsoever
and no extra or additional charges shall be made therefore.

f. Consultant shall maintain full and complete books and records of accounts in
accordance with accepted accounting practices. Such books and records shall be
retained for a period of seven (7) years and shall be available for audit and
inspection by the College or its duly designated representative only to verify that
payments were properly made and to verify the nature and extent of costs
applicable to services provided under this Agreement.

g. The College may, at any time, by written order, make changes within the general
scope of this Agreement in the services or work to be performed. If such changes
cause an increase or decrease in Consultant's cost of, or time required for,
performance of any services under this Agreement, an equitable adjustment shall
be made and this Agreement shall be the notification of change unless the College
grants a further period of time before the date of final payment under this
Agreement. No services for which additional compensation will be charged by
Consultant shall be furnished without written authorization by the College, which
authorization shall include the amount of additional compensation.

h. The acceptance by Consultant of full payment of all billings made on the final
approved College voucher under this Agreement shall operate as and shall be a
release to the College and/or the County from all claims for payment and liability to
Consultant, its successors, legal representatives and assigns, for anything done or
furnished under and by the provisions of this Agreement.

(3) Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent
modifications thereof and no liability shall be incurred by the College and/or the County
under this Agreement beyond the amount of funds appropriated for the Services covered
by this Agreement.

(4) Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this
Agreement shall constitute the full obligation of the College in connection with this
Agreement and any matter arising therefrom.

End of Text for Exhibit E
Exhibit F

Consultant’s Proposal

Attached

End of Text for Exhibit F

Page 24 of 24 Pages
June 17, 2014

Mary Lou Araneo, Vice President
Institutional Advancement
Suffolk County Community College
533 College Road
Selden, New York 11784-2899

Thank you for including Development Institute among the vendors from whom you are soliciting qualifications for potential projects requiring evaluation services and grant development consultation.

As you know, Development Institute and Suffolk County Community College have had a long history of collaboration, garnering significant success through the development and evaluation of multiple Title III and TRIO: Student Support Services projects. While these have proven staples, it is also our hope that we will be able to augment this success with a host of additional projects in the years to come.

Enclosed are an original and five copies of our response to your request for qualifications. You might also find it interesting to check our website at www.developmentinstitute.us for a more comprehensive picture of our services. In any event, please contact me should you have questions.

We look forward to the possibility of expanding on the successful collaboration that we have developed with new projects in the future.

Sincerely,

Katherine L. German, PhD

Enclosures: Response to RFQ (original and 5 copies)
DEVELOPMENT INSTITUTE, INC.

Development Institute, Inc. has provided exemplary evaluation services and grants development consultation for colleges and universities since its inception in 1980; today Development Institute maintains a full roster of clients with quality measured through the number of repeat engagements.

Qualifications for Sponsored Program Evaluation Services and Grants Development Consultation
Development Institute, Inc. Qualifications for Sponsored Program Evaluation Services and Grants Development Consultation

Development Institute (DI) is uniquely qualified to provide both Sponsored Program Evaluation Services and Grant Development Consultation with a history of success through multiple projects conducted with Suffolk County Community College.

Sections I. and II. Sponsored Program Evaluation and Grant Proposal Development Consultation

The narrative which follows addresses both Sponsored Program Evaluation Services and Grant Development Consultation because our experience has been that they are inextricably related, often leading one to the other.

General Information and History

a. Firm Name and Address: Development Institute, Inc.
   150 Staniford Street, Suite #331
   Boston, MA 02114

b. Year Founded: Development Institute (DI) is incorporated as a C Corporation under Chapter 156B of the General laws of the Commonwealth of Massachusetts in 1980.

c. Offices and Employees: Located exclusively in Boston, Massachusetts with two employees and multiple associates.

d. Nature and History of the Organization: For over thirty years Development Institute has provided consulting services to a variety of colleges and universities, schools and school systems, as well as related non-profit organizations, associations, and governmental agencies. The mission of Development Institute is to deliver personalized consulting services and high quality technical products that strengthen the management and effectiveness of organizations engaged in providing educational and human services. The principals and associates of DI strive foremost to deliver processes and products differentiated by superior standards of competence. Among the recently active clients of DI are over 50 colleges and universities, with most of these involved in special federally-funded projects. A notable characteristic of the consulting relationships maintained by DI lies in the level of client satisfaction as demonstrated through the frequency of repeated contracts and referrals.

Established in response to the need for an ‘assisting agency’ or management firm then required to support the implementation of multimillion dollar federally-funded projects, Development Institute has provided planning, management and evaluation services to over 100 community colleges, colleges and universities. The principals of the company are uniquely qualified and highly credentialed. Dr. Denton Crews, President is a management specialist with expertise in technology and finance, and Dr. Katherine German, Vice President, is a program development
and evaluation specialist with a strong background in academic and student services; both principals bring over forty years of experience to their work in higher education having previously served as instructors and college administrators. This core team is augmented with several associates contracted to work with specific projects. For example, Dr. Philip Sbaratta, Senior Associate, is an instructional specialist with ample experience in curriculum development and online learning and Dr. Rachel Kay, Research Associate, is a research specialist with a strong background in educational research design and data analysis. Additional associates are described on the corporate website at www.developmentinstitute.us. Chosen for their unique talents and experience, the associates of Development Institute are fully committed to the principles that underscore the success of Development Institute over the years: superior quality delivered through successful collaboration.

e. Areas of Expertise: DI provides consulting services and technical support in ten specific areas: Academic and Student Development, Budget and CEO Support, Management and Organizational Development, Program Assessment and Evaluation, Proposal Writing and Resource Development, Self-Study for Re-Accreditation, Strategic Planning and Technology Development. Further information on Development Institute, its services, clients and associates is available at the corporate website: www.developmentinstitute.us.

f. Contact Person and Title: Dr. Katherine German, Vice President, is the primary contact person for SCCC projects. She can be reached by mail at 150 Staniford Street, Suite 331, Boston, Massachusetts, 02114, by phone at (617) 367-9323, by fax at (617) 723-4359, and by e-mail via kathgerman@rcn.com.

g. Indicate if the Firm is a MBW8: Not officially.

Qualifications and Experience of Personnel

a. Principals and Key Associates: Dr. Katherine German, Vice President, Dr. Phillip Sbaratta, Senior Associate, and Dr. Rachel Kay, Research Associate are the three key personnel to be engaged in SCCC projects.

b. Katherine German, Ph.D. holds degrees from Penn State University, Bowling Green State University, the University of Illinois and Harvard University. Her professional affiliations include the American Educational Research Association and the American Evaluation Association, among others. She has been engaged in sponsored program evaluation and the provision of grant proposal development consultation since 1980, and has served in a host of positions within higher education at two and four-year institutions from adjunct faculty to Vice President of Academic Affairs. Dr. German serves as the principal investigator.

Philip Sbaratta, Ed.D. holds degrees from New Jersey City University, Penn State University and Boston University. His professional affiliation includes the American Evaluation Association among others. He has been engaged in sponsored program evaluation and grant proposal development consultation with DI since 2007, and has served in a host of positions within higher education from adjunct faculty to Dean of Distance Learning. Dr. Sbaratta serves as the Senior Associate for Development Institute.
Rachel Kay, Ph.D. holds degrees from Brown University and Boston College. Her professional affiliations include the American Educational Research Association and the New England Educational Research Association. She has been engaged in sponsored program evaluation and proposal development since 2006, serving in a variety of research-related positions in higher education since then. Dr. Kay serves as the Research Associate for Development Institute.

c. Dr. German serves as the sole provider for all SCCC contracts; additional associates such as those identified are asked to join the DI project team as the requirements of the contract require.

d. All staff are supervised by Dr. German, Vice President and Principal Consultant at DI.

e. Specific qualifications distinguishing DI in this arena include:

- A keen understanding of community college programs, services and operations developed through direct experience with teaching, learning and administration to the project to support the evaluation of program design, curriculum development, support service delivery and project administration.

- A wealth of experience with evaluation design, development and implementation to the effort, all delivered through a unique approach, a comprehensive model, and a successful team to effectively craft an evaluation plan that supports successful implementation, customizes assessments, maximizes impact, investigates comparative success, and disseminates results.

- A successful record of collaboration across higher education resulting in the transformation of teaching, learning and technology on the ground floor which subsequently informs the expansion of best practices and innovation at the regional and national levels.

f. Development Institute has an unparalleled record of success with project development and evaluation honed over a thirty-four year period; the principals and associates of DI take tremendous pride in ensuring the highest quality consultation combining extensive experience in the field with state-of-the-art techniques.

Client History

Development Institute maintains an active roster of approximately twenty clients at any given time; current clients receiving development consultation and evaluative services include:

<table>
<thead>
<tr>
<th>Client</th>
<th>Contact</th>
<th>Service</th>
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<tbody>
<tr>
<td>Bay Path College</td>
<td>Janine McVay Resource Development</td>
<td>Title III Development and Evaluation</td>
</tr>
<tr>
<td>Longmeadow, Massachusetts</td>
<td>(413) 565-1255</td>
<td>NSF-S-Stem Development and Evaluation</td>
</tr>
<tr>
<td></td>
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<td>FIPSE: First in the World Development</td>
</tr>
<tr>
<td>Becker College</td>
<td>Elizabeth Fuller Academic Vice</td>
<td>Title III Evaluation</td>
</tr>
<tr>
<td>Worcester, Massachusetts</td>
<td>President (774) 354-0657</td>
<td></td>
</tr>
<tr>
<td>Bunker Hill Community College</td>
<td>Steve Roller Grants Development</td>
<td>Title III Development and Evaluation</td>
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<tr>
<td>Boston, Massachusetts</td>
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<td>USAID International Project Evaluation</td>
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<td>Contact Information</td>
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<tr>
<td>Cambridge College</td>
<td>(617) 228-2394</td>
<td>Mark Rotondo Resource Development (617) 331-9131</td>
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<td>Cambridge, Massachusetts</td>
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<tr>
<td>Clarke University</td>
<td></td>
<td>Pat Maddux Title III Activity Director (563) 588-6366</td>
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<tr>
<td>Dubuque, Iowa</td>
<td></td>
<td>Richard Lloyd President (802) 776-5235</td>
</tr>
<tr>
<td>College of St. Joseph</td>
<td></td>
<td>Nancy Smith Grants Director (443) 840-3561</td>
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<tr>
<td>Rutland, Vermont</td>
<td></td>
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<tr>
<td>Community College of Baltimore County</td>
<td></td>
<td>Thomas Mauhs-Pugh Academic Vice President (802) 287-8392</td>
</tr>
<tr>
<td>Baltimore, Maryland</td>
<td></td>
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</tr>
<tr>
<td>Green Mountain College</td>
<td></td>
<td>Vanessa Hammond Grants Director (423) 614-8511</td>
</tr>
<tr>
<td>Poultney, Vermont</td>
<td></td>
<td>Catherine Wright Psychology Chair (860) 601-5863</td>
</tr>
<tr>
<td>Lee University</td>
<td></td>
<td>Maryrose Eannace Academic Vice President (315) 792-5301</td>
</tr>
<tr>
<td>Cleveland, Tennessee</td>
<td></td>
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<tr>
<td>Mitchell College</td>
<td></td>
<td>Tish Williams Grants Director (585) 292-3026</td>
</tr>
<tr>
<td>New London, Connecticut</td>
<td></td>
<td>Joe Stiso Institutional Advancement (978) 630-9113</td>
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<tr>
<td>Monroe Community College</td>
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<td>Jeremy Lowry Title III Activity Director (309) 546-3556</td>
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<td>Rochester, New York</td>
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<tr>
<td>Mount Wachusett Community College</td>
<td></td>
<td>Theresa Hupe Academic Resource Director (610) 361-5249</td>
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<tr>
<td>Gardner, Massachusetts</td>
<td></td>
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<tr>
<td>Naropa University</td>
<td></td>
<td>Kelly Sullivan Project Director (978) 762-4416</td>
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<tr>
<td>Boulder, Colorado</td>
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<tr>
<td>Neumann University</td>
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<td>Vanessa Morest Institutional Effectiveness (203) 857-3368</td>
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<tr>
<td>Aston, Pennsylvania</td>
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<tr>
<td>North Shore Community College</td>
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<td>Judy Osburn Grants Director (845) 341-4759</td>
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<td>Danvers, Massachusetts</td>
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<td>Todd Sorber Grants Development (973) 684-5656</td>
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<td>Norwalk Community College</td>
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<td>Norwalk, Connecticut</td>
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<td>Christie Cruise Title III Activity Director</td>
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<td>Orange County Community College</td>
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<td>Passaic Community College</td>
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<tr>
<td>Rockland County Community College</td>
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</table>
A full client list, for which specific contact information will be provided upon request, is available on the website at www.developmentinstitute.us.

References

Recommended references based on currency and repeated collaboration for both development consultation and evaluation services include: Bay Path College, Bunker Hill Community College, Lee University and Southern Maine Community College. Please feel free to contact them as noted; however, it is DI’s policy that any client may be contacted as a reference at any time.

The relationship between Development Institute and Suffolk County Community College began years ago with an initial Title III Planning Grant followed by a Title III Development Grant; this initial work was followed with the original TRIO grant and successive updates. Most recently we collaborated to garner another Title III grant which is currently in process and for which we serve as External Evaluator.

III. General Questions and Conditions

Conflicts of Interest and/or Partial Conflicts of Interest

a/b. There are no known or foreseen conflicts of interest arising from continued service to current clients of Development Institute and an engagement with Suffolk County Community College. Each institution develops a unique concept for inclusion in its projects which is confidential until the project is funded and in the public domain.

Subcontractors

a-d. Development Institute does not engage in subcontracting.

Insurance

a/b. Development Institute does not carry liability insurance coverage.
Fees

a-e. Development Institute charges for services based on a per diem for each consultant of $1,000
on or off-site plus travel costs. Contracts are developed based on the estimated number of days
required for the tasks specified resulting in a range, the top of which caps the contract
regardless of the time required for completion.

Conditions of the RFQ

The conditions outlined in the RFQ items a through l are reasonable and acceptable to the principals of
Development Institute.

Dr. Katherine L. German
Vice President
Development Institute

June 20, 2014
Resumes
Experience

Vice President and Treasurer
Development Institute, Inc.
1989 - Present

Primary responsibilities include educational consultation, training and development, as well as fiscal management. Areas of expertise include planning, organizational and management development; academic, student, and professional development program design and implementation; contract and grant proposal development such as Title III and Title V, TRIO, and FIPSE; as well as assessment and program evaluation. Clients include community colleges, as well as colleges and universities nationwide, contracting for singular and/or continuing projects; multiple presentations and/or programs, and interim administrative appointments in academic affairs and student development.

Academic Vice President
Endicott College
1988 - 1989

Primary responsibilities included the supervision and coordination of the academic programs of the College, implementation of long range academic planning, and work with faculty and staff to maintain high levels of professional competence. The Vice President was also responsible to ensure academic standards, supervising the academic advising program and consulting with staff as to the nature and solution of student academic problems. The Vice President conducted research for appropriate projects and maintained statistics and records of classes and program development. She supervised the faculty and staff within the nine academic departments of the College, as well as the Registrar’s Office, Library, Internship Office, Academic Skills Center, and Continuing Education.

Assistant Dean of Academic Affairs
North Shore Community College
Beverly and Lynn Campuses
1979 - 1988

Primary responsibilities included academic planning and resource allocation; assistance with collective bargaining implementation; management of academic marketing; master scheduling and advising; leadership for the Liberal Arts, Interdisciplinary Studies, and Professional Development Programs; development of grant and contract funding opportunities and implementation of college research projects; articulation with the Division of Continuing Education and Community Services; special projects and collegiate reports; and governance leadership. Supervision includes the Center for Academic and Professional Development, the Educational Technology Office, and the three divisions of the Liberal Arts as well as clerical staff.
Division Chair of English and Communications  
North Shore Community College  
1976 - 1979

Primary responsibilities included divisional planning and collective bargaining implementation; supervision and evaluation of the English, Media and Communications, Academic Assistance, and Special Services Departments relative to curriculum as well as faculty and staff; DOE staffing, faculty orientation and development; governance participation; and classroom instruction.

Director of the Communications Center  
North Shore Community College  
1971 - 1976

Primary responsibilities included the design, implementation, administration and continued development of a center for basic academic skill development in reading, writing, and study techniques as well as instruction in composition.

Director of Title One Reading Program  
Eastwood Junior High School  
1971

Primary responsibilities included the implementation, administration, and instruction of a developmental reading program for grades 7 to 9.

Teacher of English and Writing  
Bell Junior High School  
1969 - 1970

Primary responsibilities included curriculum design and instruction, grades 7 to 9.

Independent Consultations

DACUM Resource Center  
North Shore Community College  
1989 - 1990

Alliance Partnership  
1989

University of Southern Maine  
1980 - 1981

Lesley Collaborative for Educational Development  
1979 - 1980

Winthrop Publishing Company  
1972 - 1980

Dimock Community Health Center  
1972
Teaching

North Shore Community College 1971 - Present
American Management Association 1980 - 1988
Lesley Graduate School of Education 1979 - 1981

Program Review and Evaluation

New England Association of Schools and Colleges 1980 - Present
Title III and Title V Programs 1979 - Present
TRIO Program for Disadvantaged Students 1979 - Present
University of Illinois Research Assistant to CTEP 1974 - 1975

Educational Credentials

University of Illinois at Champaign-Urbana 1974 - 1979
  Doctor of Philosophy in Education specializing in Reading
  Dissertation: "Units of Information Processing in Reading"

Harvard Graduate School of Education 1983 - 1985
  Certificate of Advanced Study in Counseling and Consulting Psychology

Bowling Green State University 1970 - 1971
  Master of Education in Reading

Pennsylvania State University 1965 - 1969
  Bachelor of Arts in English

Non-degree study

Harvard Graduate School of Education 1978 - 1979
  Post-doctoral Studies in Cognitive Development

University of Massachusetts at Amherst 1973
  Graduate Study in Education

Salem State College 1971 - 1973
  Graduate Studies in Linguistics

San Diego State College 1969 - 1970
  Graduate Studies in Education

Pennsylvania State University 1969 - 1970
  Graduate Studies in Education
Professional Development

Harvard Institutes for Higher Education, Graduate School of Education
Performance Assessment in Higher Education Seminar

National Training Laboratory
Change Theory and Management

Harvard Extension
Organizational Development

American Psychological Association
Psychologist as Career Coach

Center for Creative Leadership
Leadership Development
Tools for Executive Development

American Association of Women in Community Colleges
National Institute for Leadership Development

American Council on Education (ACE/NIP)
National Identification Program

Higher Education Resource Services (HERS)

Publications


Meeting the Challenges: Developing Faculty Careers, ASHE-Eric Monograph Series, 1982

"Units of Information Processing in Reading", ERIC, 1979

"Learning Styles", Inprint, 1976

Presentations: Seminars, Conferences, and Workshops

The Case of the Disappearing Students
League for Innovation in Community Colleges

Developmental Education Program Reform
National Association for Developmental Education

1998
1996
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<td>Assessment: From Accountability to Integrity</td>
<td>1990</td>
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<td>Improving Climates for Non-Profit Organizations</td>
<td>1990</td>
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<td>Massachusetts Council of Human Service Providers</td>
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<td>The Entrepreneurial Spirit</td>
<td>1990</td>
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<td>MAWDAC - Connections East</td>
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<td>Management Style and Effectiveness</td>
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<td>North Shore Community College</td>
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<tr>
<td>Corporate Education: Addison Gilbert Hospital</td>
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<tr>
<td>Computer Technology in Education: A Bright Future</td>
<td>1989</td>
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<td>North Shore Community College Collaborative</td>
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<tr>
<td>A Passion for Teaching: Developing a Repertoire of Successful Strategies</td>
<td>1989</td>
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<td>North Shore Community College</td>
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<td>The Art and Craft of Teaching</td>
<td>1988</td>
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<td>Computer Processing Institute</td>
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<td>Mind Over Manager: Managing with Both Sides of the Brain</td>
<td>1988</td>
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<td>Massachusetts Women in Public Higher Education</td>
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<td>Corporate Education (NSCC).</td>
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<tr>
<td>Women and Power: Risk, Power, and Your Future</td>
<td>1987</td>
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<td>Lynn Chamber of Commerce</td>
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<td>Women and Organizational Development: Beyond the Glass Ceiling</td>
<td>1986</td>
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<td>Lynn Chamber of Commerce</td>
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<td>Teacher as Trainer</td>
<td>1985</td>
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<td>Massachusetts Community College</td>
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<td>Consortial Staff, Professional and Organizational Development</td>
<td>1985, 1984</td>
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<td>National Council for Staff, Professional</td>
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<td>and Organizational Development</td>
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Organizing a Professional Development Program
Dundalk Community College 1983

Learning Styles
Patrick Henry Community College 1982
University of Maine at Augusta 1980
Union College 1979
Academic Affairs Administrators (ACAFED) 1978

Special Services
Broome County Community College 1981

Faculty Involvement in HEMI
Higher Education Management Institute 1981

Consortial Planning and Professional Development
National Council for Staff, Professional
and Organizational Development 1981

Classroom Observation
Division Chair Council 1981

Strategic Planning
Academic Affairs Administrators (ACAFED) 1981

Instructional Evaluation
Boston City School System 1981

Orientation and Assessment
Mt. Wachusett Community College 1979

Developmental Education
Salem State College 1978
Academic Affairs Administrators (ACAFED) 1977

Cognitive Styles
Massachusetts Conference for Learning Disabilities 1978
North Shore Community College 1977, 1978

Time Management
North Shore Community College 1976

Learning Disabilities
North Shore Community College 1976
Honors

Who's Who in American Higher Education
North Shore Community College Commencement Speaker
Governor's Pride in Performance Citation
NSCC Professional Growth Program Award
NSCC Outstanding Faculty Award
Phi Delta Kappa Membership
National Merit Scholarship, Honorable Mention

Professional Affiliations

American Educational Research Association
American Evaluation Association
Phi Delta Kappa
National Association for Developmental Education
National Council of Teachers of English
International Reading Association

Community Activities

Habitat for Humanity International, Volunteer
Habitat for Humanity Boston, Volunteer
Project Bread, Volunteer
City Year, Serve-a-thon Volunteer
Literacy Volunteers of Massachusetts, Board Member Emeritus
Society of King's Chapel, Junior Warden, Membership, and Ministerial Committees
West End Place, Community Relations Committee
Philip A. Sbaratta  
21 Strathmore Road, #3  
Brookline, Massachusetts 02445  
617-738-8715  
psbaratt@northshore.edu

EDUCATION

Ed.D.  Boston University, English  
M.A.  Pennsylvania State University, English  
B.A.  New Jersey City University, English

CONSULTING

Associate  
Development Institute  
Boston, Massachusetts  
Working with colleges in development and evaluation of federal and foundation grants; conducting research on higher education policy; assisting colleges in strategic planning, outcomes assessment, and accreditation.

Consultant  
Private Practice  
Providing writing, editing, and development services to colleges for preparation of reports, accreditation, and planning documents; creating print and Web-based curriculum materials for college English textbook publishers.

HIGHER EDUCATION ADMINISTRATION

Dean of Academic Technology and Resources  
North Shore Community College  
Lynn, Beverly, Danvers, Massachusetts  
Managing resources for hardware/software coordination, integration of media services, curriculum development and services for online degrees and programs, strategic planning, and faculty development.

Assistant Dean  
Academic Technology and Distance Learning  
North Shore Community College  
Supervising instructional technology applications in networked classrooms and open labs; and overseeing planning, development, and assessment of a comprehensive distance learning program.

Coordinator of Distance Learning  
North Shore Community College  
Coordinating telecourses, audiotcourses, videoconference courses, and online courses

Chair, Division of English and Communication  
North Shore Community College  
Supervising the English Department, Mass Media Department, Academic Assistance, and Special Services

Chair, English Department  
North Shore Community College  
Coordinating curriculum, scheduling, and staffing of courses in literature and writing
TEACHING

Professor of English 1988-2000
North Shore Community College
Teaching courses in writing, literature, and film both online and in the classroom.

Adjunct Faculty 1995-1999
Bunker Hill Community College
Teaching courses in writing and American literature

PUBLICATIONS

• “A Competency-Based Option for Composition” ERIC (1976)
• “Confessions from a Community College,” Advocate-California Community Colleges (1985)
• “Defeating the Learned Ignoramus,” Community College Review (1982)
• “Does General Knowledge Affect Writing Skills?” Community College Review (1979)
• “Educating the Post-Industrial Workforce,” Community College Review (1986)
• “Freshman Placement: Objective Test vs. Writing Sample,” Arizona English Bulletin (1975)
• GrammarCoach (Interactive software), Allyn & Bacon (1997)
• “I Hate to Read,” Innovation Abstracts (1997)
• “An Interdisciplinary Cornucopia,” In Print (1976)
• “Keep the Heart Pumping,” Community and Junior College Journal (1983)
• “Notes from a Two-Career Family,” Education Horizons (1976)
• Odyssey Test Bank, Allyn & Bacon (1996)
• “Reading Meets Writing in Freshman English,” Teaching English in the Two-Year College (1982)
• Resources for Writing Interactive Assessments, Longman (2004)
• “Survey of Research in College Composition,” In Print (1975)
• “Surveying Students for Continuous Improvement,” Agenda (1998)
• “Teaching English in the Portable Writing Laboratory,” College Composition and Communication (1977)
• “Training the Workforce,” Community Services Catalyst (1984)
• Writing Cornerstones Test Bank, Longman (2002)
• Writing Keystones Test Bank, Longman (2003)

PROFESSIONAL ACTIVITIES AND PRESENTATIONS

Activities

• Self Study Leader and Editor, North Shore Community College: 2004
• Title III Team Leader and Steering Committee, North Shore Community College: 2003-2004
• Regional Liaison to the Public Broadcasting System Distance Learning Advisory Board: 2002-2004
• Liaison to Massachusetts Colleges Online (public college online consortium) 2001-2004
• Development Team Member of Massachusetts Colleges Online Consortium: 2000-2004
Co-Chair of Self-Study Accreditation Team and Self-Study Editor, North Shore Community College: 1998-1999
Self Study Consultant, New Hampshire Regional Technical College, Manchester/Stratham: Summer 1999
Communications Consultant for InUnity (Watertown, Mass.), Think New Ideas (Stoneham, Mass.), New Start Counseling (Watertown, Mass), Massachusetts General Hospital, Training Dept (Boston): 1986-1999
Co-Chair for the Conference on Teaching English in the Two-Year College, Portsmouth, N.H.: October 1995
Title III Steering Committee and Editor, North Shore Community College: 1992-1993
Title III Evaluator, Massasoit Community College, Brockton, Mass.: 1984-1987
President and Executive Committee Member of the Northeast Regional Conference on Teaching English in the Two-Year College: 1981-1987

Presentations

- "The Hybrid Course: Infrastructure and Curriculum" at Conference on Information Technology Education, Cape Cod, Mass.: June 2002
- "Getting Wired: Changing Campus Culture" at Wentworth Institute of Technology, Boston: April 2002
- "The Pyramid Project: Institutional Technology Planning" at Futures Assembly, Orlando: February 2002
- "ROI and Academic Technology" at Syllabus Conference, Danvers, Mass.: November 2001
- "A Distance Learning Primer" at Roxbury Community College, Boston: May 2001
- "Distance Learning at NSCC" at Paralegal Advisory Council, Danvers, Mass.: June 2000
- "To Web Or Not to Web" at Teaching and Learning Conference, Brockton, Mass.: April 2000
- "NSCC Distance Learning" at Fenway Consortium of Colleges, Boston: May 1999
- "Teaching Online" at Consortium for Higher Education, Haverhill, Mass.: April 1999
- "Trends in Distance Learning" at North of Boston Library Exchange, Danvers, Mass.: March 1999
- "NSCC at a Distance" at Board of Trustees, North Shore Community College: February 1999
- "Stumbling into Distance Learning" at Teaching and Learning Conference, Fall River, Mass.: April 1998
- "NSCC and Distance Learning" at NECCUM Presidents’ Council, Lowell, Mass.: February 1998
- "Student Feedback and Distance Learners" at Conference on Distance Education, Phoenix: October 1997
- "Creating a Distance Learning Program" Mount Wachusett Community College: September 1997
- "The Celluloid City" at the Two-Year College English Conference, New York City: October 1996
- "Going the Distance" at Western Massachusetts Consortium, Springfield, Mass.: May 1995
- "The How-To for Distance Learning" at WGBH, Boston: September 1994
- "Teaching Literature with Technology" at the Two-Year College English Conference, Rochester, N.Y.: October 1993
- "Taking the Basic Out of Basic Writing" at the Two-Year College English Conference, Philadelphia: 1991
- "Teaching Telesources" at the Two-Year College English Conference, Princeton, N.J.: October 1990
- "Superlearning" at the Two-Year College English Conference, Atlantic City: October 1986
- "Film and Fiction" at the Two-Year College English Conference, Pittsburgh: October 1982

COMMUNITY ACTIVITIES

Member of the Back Bay Chorale
Producer of the NSCC International Film Series
Member of the Boston Film Club

MILITARY SERVICE

Sergeant (Specialist 5th Class), U. S. Army
Honorable Discharge, June 1970
Rachel E. Kay, Ph.D.
144-17 Kenrick Street
Brighton, Massachusetts 02135
(660) 202-2138
RachelEKay@Gmail.com

EDUCATION

- Dissertation title: The relationship between computer use and standardized test scores: Does gender play a role?
- Coursework included research methods, program evaluation, assessment, classical test theory, and item response theory.
- Experience with SPSS, HLM, and Winsteps.

Bachelor of Science Applied Mathematics, Brown University, Providence, RI

EDUCATIONAL RESEARCH EXPERIENCE

Research Scientist, Concord Consortium, Concord, MA 2009-Present
- Collaborate with curriculum and software development teams to design research and analysis plans related to science software developed with NSF grants.
- Collect, analyze, and interpret data related to software usage and student learning outcomes and overall program success through assessments, surveys, records, and observations. Analyses include Classical Test Theory, Hierarchical Linear Modeling, and Rasch Analysis.
- Supervise external consultants in data analysis and test development.
- Create reports related to the software usage and related student achievement for both internal and external use.
- Review research procedures as chair of the Concord Consortium’s Institutional Review Board.
- Assist with discussion facilitation in an online course for teacher professional development.

Statistical Consultant, greater Boston area, MA 2006-Present
- Complete analyses and assist with interpretation of results.
- Develop analysis plans for projects, papers, and grant proposals.
- Have worked with research organizations and graduate students.

Research Associate, Boston College, Chestnut Hill, MA 2008-2009
- Evaluated technology use by students and teachers in schools via surveys and observations.
- Analyzed survey results using a variety of statistical methods and organized data for reporting.
- Wrote and edited reports to schools about their technology use and its change over time.

Graduate Assistant, Boston College, Chestnut Hill, MA 2004-2008
- Researched algebra misconceptions and developed test items to diagnose them.
- Analyzed data from algebra tests using Classical Test Theory.
- Wrote section of the technical report on the validity study for the diagnostic algebra project.
- Developed a survey on test preparation usage that was delivered online to over 2000 superintendents and principals in Massachusetts. Analyzed results using descriptive statistics.
- Copyedited scholarly articles for publication.
TEACHING EXPERIENCE

Statistics Instructor, Boston College, Chestnut Hill, MA  
Fall, 2009 and Spring, 2013
- Taught introductory course to education, psychology, and nursing graduate students.
- Provided individual help to students in office hours and by email.

Mathematics Teacher, Staten Island Academy, Staten Island, NY  
1998 – 1999
- Taught Seventh Grade Math, Algebra I, PreCalculus and Math Applications.

Mathematics Teacher, Cheshire Academy, Cheshire, CT  
Spring, 1998
- Taught Geometry, Algebra II and PreCalculus.

English Teacher, NOVA Intercultural Institute, Tokyo, Japan  
1996 – 1997
- Taught eight classes a day to Japanese students of varying ability levels.

EDUCATIONAL PUBLISHING EXPERIENCE

Freelance Content Writer and Editor  
2002 – 2007
Projects included:
- Authoring five algebra workbooks based on state mathematics standards.
- Writing a test-taking strategies course for the New York State 8th grade math test.
- Writing workbooks on test-taking strategies for Virginia algebra tests.
- Creating math items for statewide criterion-referenced tests, grades 5-8.
- Creating lesson plans for grades 6-8 on a variety of math topics.
- Writing teacher's editions for major math textbook publishers, grades 6-8.
- Researching and comparing CA, NY, TX, FL, and IL exit level tests in all subjects.
- Writing items for online test preparation courses in GRE, GMAT and CLEP.
Completed projects for companies such as: Triumph Learning; People’s Publishing; Measured Progress; Kaplan K12 Learning Services; Houghton Mifflin; Holt Rinehart and Winston; Glencoe/McGraw Hill; and Peterson’s.

Developmental Editor, Educational Design, New York, NY  
2000 – 2002
- Edited manuscripts for test preparation books and materials for grades 2 to 11 at various stages of development.
- Coordinated with authors to develop books that correlated with state standards.
- Conducted market research to guide product development in different states.
- Assisted with sales presentations, catalog development, and customer service.

Curriculum Developer, Kaplan Educational Centers, New York, NY  
1999 – 2000
- Created mathematics lessons for state proficiency test preparation courses.
- Edited math and verbal lessons for proficiency test preparation courses.
- Created, wrote, and presented seminars for teachers regarding proficiency tests.
- Supervised and edited work by freelance writers.
PUBLICATIONS


SELECTED CONFERENCE PRESENTATIONS


