



STATE OF VERMONT
LEGISLATIVE JOINT FISCAL OFFICE

TO: Members, Joint Fiscal Committee

FROM: Maria Belliveau, Associate Fiscal Officer

A handwritten signature in dark ink, appearing to be 'MB' with a stylized flourish.

DATE: September 2, 2016

SUBJECT: JFO #2842 – Grant from Council of Chief State School Officers

The Joint Fiscal Office has received a request for Joint Fiscal Committee approval of a grant from the Council of Chief State School Officers to the Agency of Education. The grant amount is \$100,000 and funds Vermont's New Skills for Youth initiative, a needs assessment, and a gap analysis of the Career and Technical Education (CTE) system statewide. This is a six month planning grant which, upon successful completion, will qualify Vermont to apply for the second phase of funding, up to \$1.5 million.

The grant period is from 4/1/2016 through 10/31/16 and no funds have been expended to date. The budget includes \$83,000 to hire consultants and for participant stipends and \$17,000 for travel, supplies, printing and duplication, and indirect costs. The Administration may request from the Chair of the Joint Fiscal Committee that the approval for this grant be expedited, however, in order to start the process of approval I am sending it to you assuming the regular approval process.

Please review the enclosed materials and notify the Joint Fiscal Office (Maria Belliveau at (802) 828-5971; mbelliveau@leg.state.vt.us or Dan Dickerson at (802) 828-2472; dickerson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Unless you respond to the contrary by September 16, 2016 it will be assumed that you agree to consider as final the Governor's acceptance of this grant.



JFO # 2842

RECEIVED

State of Vermont
Department of Finance & Management
109 State Street, Pavilion Building
Montpelier, VT 05620-0401

[phone] 802-828-2376
[fax] 802-828-2428

AUG 28 2016
Agency of Administration

JOINT FISCAL OFFICE

**STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:		To fund New Skills for Youth Initiative, needs assessment and gap analysis.			
Date:		8/18/2016			
Department:		Agency of Education			
Legal Title of Grant:		New Skills for Youth			
Federal Catalog #:		N/A			
Grant/Donor Name and Address:		Council of Chief State School Officers, Washington, D.C.			
Grant Period:		From: 4/1/2016		To: 10/31/2016	
Grant/Donation		\$100,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$100,000	\$	\$	\$100,000	.
Position Information:		# Positions	Explanation/Comments		
Additional Comments:					
Has Vantage budget detail been reviewed and reconciled?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	DS 8/24/16 (Analyst Initial)	
Department of Finance & Management		[Signature]		(Initial)	
Secretary of Administration		[Signature]		(Initial)	
Sent To Joint Fiscal Office		8/25/16		Date	



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:	Education			
2. Department:				
3. Program:	Career & Technical Education			
4. Legal Title of Grant:	New Skills for Youth			
5. Federal Catalog #:	n/a			
6. Grant/Donor Name and Address: Council of Chief State School Officers, Washington, D.C.				
7. Grant Period:	From:	4/1/2016	To:	10/31/2016
8. Purpose of Grant: To fund Vermont's New Skills for Youth initiative; conduct needs assessment, gap analysis of CTE system statewide.				
9. Impact on existing program if grant is not Accepted: We will lose funding designed to support creation of a statewide career readiness plan.				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2017	FY	FY	
Personal Services	\$83,000	\$	\$	
Operating Expenses	\$17,000	\$	\$	
Grants	\$	\$	\$	
Total	\$100,000	\$	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source CCSSO)	\$100,000	\$	\$	
Total	\$100,000	\$	\$	
4				
Appropriation No:	5100070000	Amount:	\$100,000	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
		Total	\$100,000	
4				

AUG 19 2016

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

Has current fiscal year budget detail been entered into Vantage? ☐ Yes ☒ No

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? ☒ Yes ☐ No

If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: William Talbott Agreed by: WT (initial)

12. Limited Service
Position Information:

Positions

Title

Total Positions

12a. Equipment and space for these positions:

☐ Is presently available.

☐ Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

Signature:

Title:

Signature:

Title:

Date:

8-8-16

Date:

14. SECRETARY OF ADMINISTRATION

☒ Approved:

(Secretary of Administration signature)

Date:

8/19/2016

15. ACTION BY GOVERNOR

Check One Box:

☒ Accepted

(Governor's signature)

Date:

8/25/16

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

☐ Request Memo

☐ Dept. project approval (if applicable)

☐ Notice of Award

☐ Grant Agreement

☐ Grant Budget

☐ Notice of Donation (if any)

☐ Grant (Project) Timeline (if applicable)

☐ Request for Extension (if applicable)

☐ Form AA-1PN attached (if applicable)

End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).

Beatty, David

From: Flanagan, Kathy
Sent: Monday, August 08, 2016 5:20 PM
To: Beatty, David
Cc: Talbott, Bill; Bouchey, Heather
Subject: AA-1 New Skills for Youth
Attachments: fact sheet_nsfy_rev_for gov office.docx; CCSSO Skills for Youth.pdf, AA-1 CCSSO Skills for Youth.pdf

Hi David,

Attached please find an AA-1 for a grant from the Council of Chief State School Officers, along with a one-page fact sheet and the CCSSO award document. **We would like to do an expedited approval for this AA-1 as well.** I apologize that this is the second expedited request in just a couple of weeks. However, you will see that the award from CCSSO has a start date of April 1 even though we just received it. Because we are aware that we cannot obligate funds before JFO approval, we are worried about completing the required tasks before the Oct 31 deadline. Our successful completion of this first phase of the project will put us in a good position for approximately \$2million in continued funding for this work.

I will be out of the office tomorrow (August 9). If you have questions, please "reply all", and Deputy Secretary Bouchey will respond.

Thanks!

Please note my email has changed to kathy.flanagan@vermont.gov

Kathy Flanagan

Financial Director

Vermont Agency of Education

219 North Main Street, Suite 402

Barre, Vermont 05641

(802) 479-1766 (work)

(802) 279-5947 (cell)

kathy.flanagan@vermont.gov

Vermont's New Skills for Youth Initiative (NSYI)

VT NSYI will ensure that Vermont's Career and Technical Education (CTE) students graduate with 21st century skills such as flexibility in problem-solving; collaborative and team-based inquiry; creative, innovative, and entrepreneurial thinking; and the practical, transferable skills needed for success in any career.

VT NSYI will help us carry out the design and implementation of statewide programs of study (POS) that include both secondary and postsecondary elements and are directly linked to Vermont's Comprehensive Economic Development Strategy (CEDS) priority sectors for workforce investment. Gender and socioeconomic equity in access to and completion of POS will be a key focus of the work. **Successful completion of this initial six-month planning grant will qualify Vermont to apply for the second phase of funding: up to \$1.5 million for plan implementation.**

By taking a sector-focused approach and more effectively linking business and industry needs with rigorous CTE programs of study that begin earlier and end with clearer postsecondary connections, we will improve Vermont's economic viability and sustainability as well as the postsecondary attainment of our CTE students.

We will accomplish these goals by completing the following activities:

- establish a new Career Readiness Council, comprised of key leadership across government agencies, K-16 education, and business/industry that is charged with maintaining oversight and accountability for career readiness in VT;
- conduct a comprehensive, statewide needs assessment that refines and extends the work done to date;
- build multi-partner statewide POS consortia focused on identifying the specific skills and competencies, curriculum and assessments, advising, and learning experiences needed for success in a variety of career pathways, beginning first with Healthcare Sciences;
- develop a logic model and three-year plan of action for statewide career readiness, based on the needs assessment and initial POS work; and
- develop a preliminary media campaign to increase awareness of CTE and publicize progress with respect to project goals.

This work comes at an exciting time in Vermont's history:

- In 2014, Vermont became one of the few states in the nation to complete a statewide CEDS. The Vermont 2020 CEDS identifies targeted (priority) economic sectors for growth and was completed with support and input from stakeholders around the state, including educators.
- Recently adopted Education Quality Standards mandate that all Vermont students graduate under proficiency-based requirements beginning with the class of 2020, and new state legislation requires 7th through 12th grade students to have personalized learning plans that map out their interests and goals as well as the specific experiences that allow each student to best meet required graduation proficiencies and post-high school aspirations.
- The reauthorized Workforce Investment and Opportunity Act (WIOA) and Vermont's resulting unified state plan is forcing novel interagency conversations about how to best train and prepare our workforce and learners.

All of these activities have culminated in a fully engaged, robust set of partnerships and a rich context for revitalizing and improving CTE.

SUB-GRANT AGREEMENT

NO. _____

This Sub-Grant Agreement ("Agreement") is made as of the 8th day of July, 2016 ("Effective Date") by and between COUNCIL OF CHIEF STATE SCHOOL OFFICERS ("Subgrantor") and the State of Vermont ("Subrecipient") (collectively "the Parties").

RECITALS

Subgrantor has been awarded and has received funding for a project entitled "NEW SKILLS FOR YOUTH" ("NSFY") from JPMORGAN CHASE BANK, N.A. ("JPMC") and the JPMORGAN CHASE FOUNDATION (collectively, the "Sponsors").

NSFY consists of multiple components. Subrecipient desires to be responsible for the component of the NSFY described in Exhibit A to this Agreement (the "Sub-Project") and has requested funding from Subgrantor to carry out the Sub-Project.

To allow Subrecipient to carry out the Sub-Project, Subgrantor desires to grant funds to Subrecipient on the terms and provisions set forth in this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

I. Grant

On the Effective Date following receipt by Subgrantor of a fully executed original of this Agreement, Subgrantor will grant to Subrecipient an amount equal to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), such amount hereinafter sometimes referred to as the "Grant" or as the "Grant Funds."

II. Purpose

The Grant Funds are to be used by Subrecipient solely to pay direct costs and indirect costs, if applicable, incurred by Subrecipient to complete the Sub-Project that is described in Exhibit A, Scope of Sub-Project. In using the Grant Funds to complete the Sub-Project, Subrecipient shall assure that each expenditure exclusively serves charitable, scientific, literary or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code (the "Code"). Any Grant Funds not expended or committed toward the Sub-Project must be returned to Subgrantor, unless otherwise authorized by a written amendment to this Agreement to which the Parties mutually agree. Any costs of the Sub-Project in excess of the amount of the Grant Funds are to be paid by Subrecipient from other sources.

III. Completion of Sub-Project

Subrecipient has available and shall provide all the personnel, equipment, and materials (except as otherwise may be provided herein) necessary and appropriate to complete the Sub-Project.

IV. Term of Grant

The proceeds of the Grant shall be used within the period beginning on the Effective Date and ending on **October 31, 2016**, unless this Agreement is terminated earlier as provided herein. Subrecipient may use Grant Funds to reimburse costs incurred prior to the Effective Date, but no earlier than **April 1, 2016**. This Agreement shall terminate on the thirtieth (30th) day following Subrecipient's receipt of the narrative and financial reports required by Section VII below (the "Termination Date").

V. Allowable Costs and Payment

- A. Subrecipient may use the Grant Funds to pay costs of the Sub-Project, provided that:
 - 1. The budget specified in Section VI of this Agreement allowed for such costs;
 - 2. Subrecipient incurred such costs in accordance with Subrecipient's established financial and accounting policies and procedures; and
 - 3. The amount of such costs are within the allowable parameters set forth in the grant guidelines.
- B. No more than ten percent (10%) of the Grant Funds shall be used to pay indirect costs properly allocable to the Sub-Project and such indirect costs may only be allocable at the rate shown in Exhibit B, Budget.

VI. Budget

The budget for the Sub-Project is set forth in Exhibit B, Budget.

VII. Reports

In addition to any technical reports to be prepared and submitted as part of the Sub-Project (as described in Exhibit A), Subrecipient must provide to Subgrantor's Program Director narrative and financial reports on the use of the Grant Funds within thirty days (30) after October 31, 2016. Those reports will include a narrative account of what was accomplished by the expenditure of funds (including a description of progress made towards achieving the goals of the Grant), a financial statement as described below, and copies of any written materials resulting from the Grant. The financial statement will be attested by the responsible financial officer of the Subrecipient or a certified public accountant, and will reflect the categories stipulated in the attached approved Budget. The report will include a reconciliation of all amounts spent between the Effective Date and October 31, 2016 for the purpose specified, with the total Grant Funds

received.

VIII. Indemnity

A. Subrecipient will indemnify, defend (with counsel satisfactory to Subgrantor) and hold harmless both Subgrantor and the Sponsors and all of their direct and indirect officers, directors, employees, agents, successors and assigns (each, an "Indemnified Person") from any and all third party claims, demands, actions or threat of action (whether in law, equity or in an alternative proceeding and whether groundless or otherwise), losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, "Losses"), and threatened Losses due to, arising from or relating to: (1) Subrecipient's use of the Grant Funds, the Sub-Project, or any of Subrecipient's obligations under this Agreement; (2) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person by Subrecipient or relating to use by Subgrantor or either Sponsor of materials produced by Subrecipient in connection with the Sub-Project; (3) the negligent, willful or reckless acts or omissions of or by Subrecipient; or (4) death, personal injury, bodily injury or property damage caused by Subrecipient ("Indemnified Claim"). For purposes of this Agreement, "Intellectual Property Rights" means patent, copyright, trade secret, trademark or other intellectual property or proprietary rights of Subgrantor, either of the Sponsors, or any third party, as required by the context.

B. If Subrecipient fails to defend an Indemnified Person as provided in this Section after reasonable notice of an Indemnified Claim, Subrecipient will be bound: (1) to indemnify and reimburse the Indemnified Person for any Losses incurred by such Indemnified Person, in its sole discretion, to defend, settle or compromise the Indemnified Claim; and (2) by the determination of facts common to an action and subsequent action to enforce the Indemnified Person's reimbursement rights. No settlement or compromise that imposes any liability or obligation on any Indemnified Person will be made without the Indemnified Person's prior written consent (not to be unreasonably withheld).

C. Consistent with Section XVII below, it is acknowledged and understood that the rights of an Indemnified Person under the preceding sub-sections of this Section VIII may be limited by the laws of the state in which Subrecipient is located including, but not limited to, any rights of Subrecipient to sovereign immunity.

IX. Parties are Independent Contractors

Subgrantor and Subrecipient are not joint venturers, partners, principal and agent, master and servant, or employer or employee and have no other relationship except that of independent contracting parties. Subrecipient has no power to bind or obligate Subgrantor in any manner, other than as expressly set forth in this Agreement. Subgrantor has no power to bind or obligate Subrecipient in any manner, other than as expressly set forth in this Agreement.

X. Termination

- A. Either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other if:
- (1) the other Party takes any action which brings, or is likely to bring, its reputation into disrepute;
 - (2) there is any legal action, suit, arbitration or other legal, administrative or governmental investigation, inquiry or proceeding pending or threatened against a director, officer, employee or agent of the other Party for a breach of trust or fiduciary duty, fraud or financial malfeasance;
 - (3) the other Party makes an assignment for the benefit of creditors or seeks judicial protection in any insolvency or bankruptcy proceeding; or
 - (4) the other Party engages in other undesirable activities that, in its reasonable judgment, would cause comparable harm to it as would the actions described in paragraphs (1) through (3).
- The Subgrantor may also terminate this Agreement pursuant to Paragraph (1) if the Subrecipient takes any action which brings, or is likely to bring, either Sponsor's reputation into disrepute. If Subgrantor is the Party seeking to terminate the Agreement, Subrecipient may make no further commitments under this Agreement and must take all reasonable actions to cancel outstanding obligations.
- B. Either Party may terminate this Agreement upon written notice to the other Party if any representations or warranties made by the other Party in this Agreement are not true, accurate, and complete in all material respects, such other Party fails to keep, observe, or perform any material covenants, agreements, terms or provisions of this Agreement, or such other Party otherwise materially breaches this Agreement and the failure or breach is not cured within fourteen (14) calendar days of such other Party's receipt of the written notice of failure or breach.
- C. Subgrantor may terminate this Agreement upon written notice to Subrecipient if either Sponsor terminates its agreement with Subgrantor to provide funding for NSFY. The conditions of the termination of this Agreement shall be consistent with the conditions governing termination of Subgrantor's agreement with the Sponsor.
- D. Upon the termination of this Agreement pursuant to this Section X, each Party shall forthwith account for and pay to the other all sums due and owing pursuant to the terms of this Agreement. Any Grant Funds not expended or committed toward the Sub-Project by Subrecipient as of the effective date of a termination of this Agreement pursuant to this Section X must be returned to Subgrantor.

XI. Records and Audits

- A. Subrecipient shall maintain acceptable financial management systems during the term of this Agreement. Such systems shall provide:
 - 1. accurate, current and complete disclosure of Subrecipient's financial activity under this Agreement;
 - 2. records that identify the source and application of Subgrantor's funds;
 - 3. effective control over and accountability for all funds, property and other assets;
 - 4. comparison of actual outlays with budgeted Grant amounts;
 - 5. consistency with the applicable federal administrative requirements and cost principles; and
 - 6. accounting records supported by source documentation.
- B. Subrecipient shall make their records available to the Subgrantor, or any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts and transcriptions, if applicable.
- C. Subrecipient will retain all financial records pertinent to this Agreement, including the narrative and financial reports required by Section VII, for a period of five (5) years ("Retention Period"), with the following qualifications:
 - 1. Records related to any audit initiated prior to the expiration of the five-year period shall be retained until the audit findings involving the records have been resolved.
 - 2. The Retention Period starts to run on the Termination Date.

XII. Compliance

This Agreement is subject to, and Subrecipient shall comply with, all applicable Federal and state laws, as well as the Sponsors' regulations and policies.

- A. Subrecipient represents and warrants that the information and statements provided in the application previously submitted to Subgrantor remain true, accurate, and complete in all material respects. Subrecipient covenants to immediately notify Subgrantor of any occurrence or development that would cause information or statements provided in the application no longer to be true, accurate, and complete in all material respects.
- B. Subrecipient agrees to participate as reasonably necessary in promoting NSFY in collaboration with the Sponsors and Subgrantor.
- C. Subrecipient affirms its legal authority to participate fully in the Sub-Program and in NSFY more generally. Subrecipient represents and warrants: (i) that it is a duly organized, validly existing legal entity; (ii) that the execution and delivery of

this Agreement has been duly authorized and approved by its governing body and by a designee of its governing body having the power to act on its behalf; (iii) that it has all the requisite power and authority to enter into this Agreement and to perform its obligations hereunder; (iv) all travel, lodging, hospitality and other benefits provided to officers, employees and agents of Subrecipient in connection with this Agreement, the Sub-Program and NSFY shall be accepted by Subrecipient as bargained-for consideration under this Agreement, and has been or will be fully authorized, approved and disclosed to the extent required by applicable law or agency authority; and (v) that the execution and delivery of this Agreement does not, and consummation of the covenants herein will not, violate any of the provisions of Subrecipient's governing documents or violate any other applicable state or Federal laws or regulations.

- D. Subrecipient waives all Losses relating to or arising from the competition through which it was selected to receive the Grant and hereby fully releases Subgrantor and the Sponsors from any responsibility for such Losses.
- E. Subrecipient represents that it either has or will secure all Intellectual Property Rights required to carry out the Sub-Project not already held by Subgrantor or the Sponsors, including publicity rights necessary to promote its selection to receive the Grant.
- F. Subrecipient represents and warrants that the submission/idea presented in its application to Subgrantor is original. Subrecipient warrants and represents that: (a) the submission/idea is its original work, (b) it does not infringe upon the copyrights, patent, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) Subrecipient has obtained permission from any person whose name, likeness or voice was used in the grant application or will be used in connection with the Sub-Project, and (d) publication of the ideas contained in the grant application via various media including Web posting, will not infringe on the rights of any third party. Subrecipient agrees to indemnify and hold harmless, Subgrantor and the Sponsors from any Losses arising from any challenge to the accuracy or completeness of the preceding warranties and representations.
- G. Subrecipient covenants to comply with applicable laws concerning promotions, sweepstakes or contests.
- H. Anti Tampering: Subrecipient was selected to receive the Grant through a review of its grant application by a panel of experts based on published criteria. Subrecipient represents and warrants that it did not and will not interfere with any member of the selection panel in a manner designed to improperly cause a panelist to select, not select, or in any way influence the consideration of its application. Subrecipient acknowledges that any such interference is cause for the termination of this Agreement and the revocation of the Grant.

- I. Subrecipient agrees that it will not use the Grant Funds:
- (1) to carry out propaganda, or otherwise attempt to influence legislation;
 - (2) to influence the outcome of any election for public office; or
 - (3) to undertake any activity, or to make grants, for any purpose which is not charitable, scientific, literary, or educational as specified in Section 170(c)(2)(B) of the Code.

XIII. Intellectual Property.

- A. Subrecipient shall own all right, title and interest in and to any original works of authorship or other intellectual or proprietary rights produced by Subrecipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material in the course of performing this Agreement or otherwise embedded or used in the Sub-Project (collectively, "Work Product"). Subrecipient shall promptly notify Subgrantor of any Work Product generated under this Agreement. Subrecipient grants to Subgrantor full Intellectual Property Rights on a royalty free, non- exclusive, worldwide, irrevocable basis to use, sublicense, reproduce, prepare derivative works, distribute copies to the public, translate, publish, or otherwise use and authorize others to use such Work Product for educational, research or other promotional purposes ("License"). The Parties agree that the License will survive termination of this Agreement.
- B. Subgrantor grants the Sponsors full Intellectual Property Rights on a royalty free, non- exclusive, worldwide, irrevocable basis to use, sublicense, reproduce, prepare derivative works, distribute copies to the public, translate, publish, or otherwise use and authorize others to use the Work Product created under this Agreement by the Subrecipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material, in furtherance or promotion of the NSFY program ("Sub-License"). The Parties agree that the Sub-License will survive the termination of this Agreement.
- C. If Subrecipient incorporates any elements or material that are not owned by Subrecipient in the Work Product relating to the Sub-Project or which are subject to the rights of third parties, Subrecipient agrees that it is responsible for obtaining any and all releases and consents necessary to permit the use and publication of any such Work Product by Subgrantor and Sponsors. Subrecipient further agrees that it will not knowingly include any Intellectual Property Rights in any written or other material furnished or delivered under this Agreement, unless it obtains specific written authorization on a royalty-free basis to utilize such third party Intellectual Property Rights. Subrecipient will notify Subgrantor and expressly identify any such material to be construed as protected by intellectual property or other proprietary laws.

XIV. Trademarks

- A. The Parties agree that JPMC is the owner of the trademark and service mark NEW SKILLS FOR YOUTH and its acronym NSFY (the "JPMC Mark") and that Subrecipient shall have no right to use the JPMC Mark for any commercial purpose whatsoever.
- B. The Parties also agree that Subgrantor is the owner of the trademark and service mark CAREER READINESS INITIATIVE and its acronym CRI (the "Subgrantor Mark") and that Subrecipient shall have no right to use the Subgrantor Mark for any commercial purpose whatsoever.

XV. Publication

- A. Subrecipient and its employees and students engaged in the Sub-Project may present information pertaining to the Sub-Project at symposia or professional meetings and publish papers relating to the Sub-Project. Subrecipient shall submit any proposed presentation or manuscript ("Publication") to Subgrantor at least ten (10) days prior to the presentation or submission for publication. Subgrantor shall have five (5) days to review the Publication for confidential material, and Subrecipient agrees to delay presentation or submission for up to ninety (90) days so that Subgrantor may protect any intellectual property.
- B. Any Publication by Subrecipient resulting from the Sub-Project will carry a footnote acknowledging assistance from the Sponsors through a grant made to Subgrantor and indicating that findings and conclusions do not necessarily represent views of the Sponsors or Subgrantor. Upon the request of the Sponsors, however, Subrecipient agrees that it will release a Publication without any acknowledgment to the Sponsors. Subgrantor and Subrecipient shall make decisions about authorship on all proposed Publications resulting from research under this Agreement by mutual written agreement prior to either Party submitting the materials for publication.

XVI. Certification

By signing this Agreement, Subrecipient certifies that it maintains an administrative review process that complies with federal law and policy for dealing with, reporting, and remediating possible conflicts of interest of its personnel.

This certification shall be updated by Subrecipient as required by Federal law. This Section XVI does not serve to relieve Subrecipient of its responsibilities under Section XII.

XVII. Sovereignty

Nothing in this Agreement shall be construed as a waiver of Subrecipient's sovereign or governmental immunities.

XVIII. Notice

Except as otherwise expressly provided in this Agreement, any communications between the Parties or notices to be given shall be in writing by personal delivery, facsimile, or first-class mail (postage prepaid) to Subgrantor or Subrecipient at the address or number set forth below.

Subgrantor:

Council of Chief State School
Officers One Massachusetts
Avenue, NW Suite 700
Washington, DC 20001

Subrecipient:

Agency of Education
State of Vermont
Attn: Heather Bouchey
219 North Main Street, Suite 402
Barre, VT 05641

Any communication or notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates receipt of the transmission. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

XIX. Non-Waiver

The delay or failure of a Party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

XX. Assignment

Subrecipient may not assign its rights or delegate its obligations under this Agreement without Subgrantor's prior written consent.

XXII. Severability

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree to attempt to substitute for any invalid or unenforceable term or provision a valid or enforceable term or provision that achieves the economic, legal and commercial objectives of the invalid and unenforceable term or provision to the greatest extent possible.

XXIII. Counterparts.

The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and be binding upon the parties.


XIV. Entire Agreement; Modification.

This Agreement, including the exhibits, constitutes the entire understanding between the Parties with respect to the subject matter herein and may not be amended except by an agreement signed by an authorized representative of Subrecipient and authorized representative of Subgrantor.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.
AUTHORIZED SIGNATURES CAN BE FOUND ON THE NEXT PAGE**

SUBGRANTOR


Signature Line


Name and Title


Date

SUBRECIPIENT


Signature Line

Rebecca Holcombe, Secretary
Name and Title

7.21.16
Date

Tax ID: _____

Exhibit A: Scope of Sub-Project

During phase one, Subrecipient will undertake four related, tactical areas of work that will be key to setting up ambitious, long-term reform of its career preparation systems.

First, Subrecipient will be required to undertake an intensive assessment of its current career preparation systems, including CTE, to identify strengths and gaps that will inform its comprehensive career readiness action plan. This analysis must examine Subrecipient's relevant policies, funding mechanisms, delivery systems, and infrastructure. To the extent that Subrecipient has already completed a similar analysis that meets the requirements outlined in Appendix A of the New Skills for Youth grant guidelines, Subrecipient may submit that body of work in lieu of conducting another needs assessment. Or, if its earlier assessment does not fully meet the criteria, Subrecipient may still use it as the starting point for a new analysis to avoid duplication of cost and effort. Whether Subrecipient conducts this needs assessment itself or retains the services of a qualified third party expert, all efforts must yield objective, detailed, and actionable information on areas of need and include evidence to support those conclusions. The NSFY national project team is willing and able to provide clear feedback to Subrecipient on its early needs assessment efforts to ensure it is on track to meet this standard.

Second, Subrecipient must collect specific data on a defined set of indicators that will enable it to establish a career readiness profile that depicts in quantifiable terms the extent to which it is positioned through policies and student achievement outcomes to prepare its students for 21st century career opportunities. Applications must also clearly explain whether and how the data is already collected by Subrecipient, and how that data is or can be used to make policy decisions affecting career preparation. This collection of data will also allow the national project team to create a dashboard of common metrics to monitor cross-state progress throughout ongoing NSFY work. The set of indicators will include:

1. The number and percentage of **all students**, disaggregated by subgroups, who have access to high-quality career pathways in high-skill, high-demand industry sectors that span secondary and postsecondary levels, offer focused career guidance and advisement systems, blend rigorous core academic and career-technical instruction, include high-quality work-based learning experiences, and culminate in postsecondary or industry credentials with labor market value
2. The number and percentage of **all students**, disaggregated by subgroup, who complete one or more career pathways that meet the criteria designated above
3. The number and percentage of **all students**, disaggregated by subgroup, who complete dual enrollment courses in high school and earn college credit in academic and/or CTE subject areas
4. The number and percentage of **all students**, disaggregated by subgroup, who earn industry-recognized credentials in high-skill, high-demand sectors as defined by Sub-Recipient

5. The number and percentage of **all students**, disaggregated by subgroup, who enroll in college or secure employment in high-skill, high-demand sectors within 12 months after high school graduation

Third, during phase one, Subrecipient must develop a detailed three-year career readiness action plan – with technical support from Subgrantor, NASDCTEc, and ESG and through input from local district leaders and other key stakeholders - that identifies and unpacks specific strategies to reach the key objectives and overarching goals described above. Plans must include measureable objectives with tangible outcomes addressing each key objective; timelines for accomplishing those objectives; delineated roles and responsibilities across the members of the cross-sector state team (defined under Eligible Partnerships below); communication strategies; and quarterly milestones. In addition to focusing on the key objectives, plans may reflect the more specific recommendations of CCSSO's Task Force on Career Readiness. And they must show evidence of identifying initiatives already underway within Subrecipient and aligning NSFY strategies with that work to reduce duplication of time, effort, and resources and to maximize potential impact of grant funds.

Finally, Subrecipient must also successfully demonstrate progress towards enacting key policy and programmatic reforms outlined in its career readiness action plan to demonstrate the state team's capacity and commitment. This might include taking important early steps to establish new policies and programs or strengthening its cross-sector partnerships in a compelling and demonstrable way, but it may also include removing existing policy barriers that could impede implementation of the strategies articulated in its action plan. Any action must demonstrate the establishment or improvement of sustainable structures, partnerships, or processes that allow for ongoing cross-sectoral work beyond the life of the grant.

Taken together, the phase one work must show Subrecipient's strong potential to transform its system of career preparation. A transformed system of career preparation is one in which all students, especially those in underserved communities, access high-quality, rigorous career-focused programs, including career pathways, that are fully integrated in the K-12 system, include a strong academic core with high-quality technical instruction in high-skill, high-demand sectors, provide robust career guidance and advisement to help students understand their career opportunities, and engage students in real world problem solving. Those pathways are demand-driven, span secondary and postsecondary levels, offer multiple entry and exit points, include meaningful work-based learning experiences, and culminate in postsecondary or industry credentials with labor market value. A transformed system aligns state and federal funding streams and ensures that the state's complete career readiness delivery system – schools, technology centers, postsecondary institutions, business and industry, and workforce and economic development authorities – functions synergistically to fully support access, quality, and integration of services to all students.

Evaluation

As part of the initiative, one of the Sponsors will retain a third party evaluator with expertise in evaluating and working with state transformation strategies, policy development and advancement, and change management strategy to design and implement an independent evaluation that documents the results of this initiative. It will focus on the macro-level impact of this initiative, which will take into account how the established goals are being met within and across states; what other economic or workforce-driven metrics indicate about the efficacy of the

initiative; and the extent to which the overall project is managed effectively, including how funds are spent and the degree to which resources, tools, and technical assistance are made available and utilized.

As a condition of funding, Subrecipient agrees to participate fully in this evaluation by providing relevant documents, facilitating access to key staff for interviews and/or focus groups, providing relevant data and reports for review, and contributing in other necessary ways as determined by the evaluator and the national project team. The evaluation will provide tailored, interim feedback to states and the national project team to supplement internal data monitoring and assessment and to help states refine their strategies and practices to better reach their intended outcomes.

Exhibit B: Budget

ON FOLLOWING PAGE

Appendix A

Budget Proposal Template for Phase One Grant Applications

Phase one applicants must use the following budget template to list all direct costs associated with the implementation of the proposed plan that are reasonable, allowable, and justified.

Allowable Costs: States may spend their grant dollars on contracting with experts for services directly related to their applications; hiring consultants to support and drive the work; hosting project meetings; supporting relevant travel (limited to approved state per diems); securing additional training or technical assistance; executing communications and stakeholder engagement strategies and activities.

Unallowable Costs: NSFY grants may not be spent on costs associated with writing the application, instructional curriculum development, paying for dual credit, equipment purchases (such as smart boards, computers, and printers, data systems), capital improvements, or entertainment. NSFY grants cannot be used to supplant funds.

Instructions:

☒ List all direct costs associated with implementation of the proposed plan totaling \$100,000

☒ Applicants may add rows to the template if necessary specifying other program costs.

☒ Additional information regarding the budgeted line items may be requested by CCSSO after the grant award is made.

Staffing

Total = \$12,000 for participant stipends; POS consortia work during Phase One (8 stipends @ \$1,500/stipend)

Consultants

Total = \$65,000 to hire an external consultant (or consultants) who will be responsible for coordinating the Career Readiness Council meetings and output, and assisting leads in the comprehensive needs assessment and development of statewide consortia/POS.

Travel and Meetings

Total = \$5,400. \$3,000 for travel to national convening (lead and co-lead, 2 X \$1,500 each); hospitality for POS consortia meetings: \$300 X 8 meetings = \$2,400.

Communications

Total = \$6,000 to hire external consultant who will design and produce written and web-based media materials for the project.

Office Supplies

Total = \$300.

Printing & Duplicating

Total = \$2,000, for all meeting photocopies and production of final media materials.

Indirect Costs

Total = \$9,300.

GRANT TOTAL

Total = \$100,000