

**Teachers of Tomorrow: Science, Mathematics, Bilingual Education, and  
English as a New Language Tuition Reimbursement Program**

**Announcement of Funding Opportunity  
2018-2020**

<b>Legislative Authority</b>	The Teachers of Tomorrow Science, Mathematics, Bilingual, and English as a New Language Tuition Reimbursement Program was established under an amendment to Education Law, Chapter 62 of the Laws of 2000.
<b>Purpose of Grant</b>	To assist school districts to attract qualified teachers who have received or will receive a transitional teaching certificate, to teach in a low-performing school that is experiencing a shortage of teachers in science, mathematics, bilingual education, and/or English as a new language.
<b>Project Period</b>	The funding period includes September 1, 2018—June 30, 2019 and July 1, 2019—June 30, 2020. Expenses incurred by districts prior to September 1, 2018 or after June 30, 2020 will not be reimbursed.
<b>Eligible Applicants</b>	Eligible applicants are school districts that (a) are identified as experiencing a shortage of teachers in science, mathematics, bilingual education, and/or English as a new language, and (b) have at least one low-performing school. See Eligible Applicants and Allocation of Funds for a list of eligible districts and allocated funding amounts.
<b>Amount of Funding</b>	The appropriation for these grants is \$2,453,400 annually. See Eligible Applicants and Allocation of Funds for the amount allocated to each district. If the budget for this program is reduced, all grant awards will be reduced proportionately. For example, if NYSED awards a grant of \$10,000, and funding is cut by 10%, NYSED will reduce that award by 10% or \$1,000, for a revised amount of \$9,000.
<b>Application Due Date and Submission Instructions</b>	Submit 1 original and 3 copies postmarked by August 6, 2018.  New York State Education Department Attn: David Lovell Office of Postsecondary Access, Support, and Success 89 Washington Avenue, EBA 960 Albany, NY 12234
<b>Questions and Answers</b>	All questions must be submitted via E-Mail to <a href="mailto:TOTsmbe@nysed.gov">TOTsmbe@nysed.gov</a> by July 18, 2018. A complete list of all Questions and Answers will be posted to <a href="#">Teachers of Tomorrow website</a> no later than July 25, 2018.

<b>Non-Mandatory Notice of Intent</b>	The Notice of Intent (NOI) is not a requirement for submitting a complete application by the application date; however, NYSED strongly encourages all prospective applicants to submit an NOI to ensure a timely and thorough review process. The notice of intent is a simple email notice stating your district's (use the legal name) intent to apply for this grant. Please also include your organization's NYS Vendor ID. The due date is July 27, 2018. Please email the NOI to <a href="mailto:TOTsmbe@nysed.gov">TOTsmbe@nysed.gov</a> .
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## Description of Program

The Teachers of Tomorrow Science, Mathematics, Bilingual Education, and English as a New Language Tuition Reimbursement Program provides three specific opportunities for eligible LEAs to recruit and retain teachers in these shortage areas through reimbursement incentives in the following three categories:

- A. Tuition Reimbursement for Professional Certification in Science, Mathematics, and English to Speakers of Other Languages (ESOL)**
- B. Tuition Reimbursement for Initial Certification in Science, Mathematics, and ESOL**
- C. Tuition Reimbursement for the Bilingual Education Extension**

### Priority Rules

In allocating funds to school buildings, a school district shall give priority in the following order:

1. Schools Under Registration Review that are experiencing a shortage of teachers in a particular certificate and/or subject area in mathematics, science, bilingual education, and/or ESOL/English as a new language.
2. Low-Performing Schools, as identified by NYSED,\* that are experiencing a shortage of teachers in a particular certificate and/or subject area in mathematics, science, bilingual education and/or ESOL/English as a new language.
3. Schools that are experiencing a shortage of teachers in a particular certificate and/or subject area in mathematics, science, bilingual education, and/or ESOL/English as a new language.

\* Note that accountability designations are in transition as New York State implements the Every Student Succeeds Act, so districts should make allocations according to the designations in effect at the time that districts are selecting awardees and developing service agreements.

### **Category A. Tuition Reimbursement for Professional Certification in Science, Mathematics, and English to Speakers of Other Languages (ESOL)**

**Purpose:** The purpose of this category is to enable school districts to recruit and/or retain individuals who have received or will receive a transitional certificate, to teach in a low-performing school, by reimbursing educational costs incurred to fulfill NYSED requirements for a professional certificate in science, math, or ESOL.

**Award Amount:** This section provides awards of up to \$9,472.50 to reimburse educational costs that the participant incurred prior to receiving this award, which were reasonable and necessary to fulfill NYSED requirements for the professional certificate. Initial awards are renewable for a second year for up to \$9,472.50. The maximum award a participant may receive is \$9,472.50 per year or \$18,945 for two years.

The total of all awards to a participant may **NOT** exceed the total of reasonable and necessary educational costs incurred to fulfill NYSED requirements for the professional certificate.

**Service commitment:** There is a one-year service agreement for each award given (up to \$9,472.50), irrespective of the amount awarded.

**Eligible Participants:** School districts may apply for these awards to recruit and/or retain individuals (including teachers, prospective teachers, and NYS certified Level III or pre-professional teaching assistants or equivalent) who meet all of the following conditions:

1. will receive a transitional certificate, OR possess a transitional certificate, OR possessed a transitional certificate and gained an initial or professional certificate
2. will be employed full-time in the district for the school year for which the award is to be made
3. agree to teach science, math, or English as a new language in a low-performing school within the district, as a condition of receiving the award
4. attain course credit that is acceptable under a relevant certification pathway
5. (for renewal awards only) received a satisfactory performance evaluation in the previous year, as determined by the district.

### **Category B. Tuition Reimbursement for Initial Certification in Science, Mathematics, and English to Speakers of Other Languages (ESOL)**

**Purpose:** The purpose of this category is to enable school districts to recruit and/or retain individuals who have received or will receive a transitional certificate, to teach in a low-performing school, by reimbursing educational costs incurred to fulfill NYSED requirements for an initial certificate in science, math, or ESOL.

**Award Amount:** This section provides awards of up to \$9,472.50 to reimburse educational costs that the participant incurred prior to receiving this award, which were reasonable and necessary to fulfill NYSED requirements for the initial certificate. Initial awards are renewable for a second year for up to \$9,472.50. The maximum award a participant may receive is \$9,472.50 per year or \$18,945 for two years. The total of all awards to a participant may **NOT** exceed the total of reasonable and necessary educational costs incurred to fulfill NYSED requirements for the initial certificate.

**Service Commitment:** There is a one-year service agreement for each award given (up to \$9,472.50), irrespective of the amount awarded.

**Eligible Participants:** School districts may apply for funds to recruit and/or retain individuals (including teachers, prospective teachers, and NYS certified Level III or pre-professional teaching assistants or equivalent) who meet all of the following requirements:

1. will receive a transitional certificate, OR possess a transitional certificate, OR possessed a transitional certificate, gained an initial certificate, and are seeking an additional initial certificate
2. will be employed full-time in the district for the school year for which the award is to be made
3. agree to teach science, math, or English as a new language in a low-performing school within the district, as a condition of receiving the award
4. attain course credit that is acceptable under a relevant certification pathway
5. (for renewal awards only) received a satisfactory performance evaluation in the previous year, as determined by the district

### **Category C. Tuition Reimbursement for the Bilingual Education Extension**

**Purpose:** The purpose of this category is to enable school districts to recruit and/or retain individuals who have received or will receive a transitional certificate to teach in a low-performing school, by reimbursing educational costs incurred to fulfill NYSED requirements for a Bilingual Education Extension.

**Award Amount:** This section provides a reimbursement award of \$9,472.50 to reimburse educational costs that the participant incurred prior to receiving this award, which were reasonable and necessary to fulfill NYSED requirements for the Bilingual Education Extension. Initial awards may be made for up to \$9,472.50 and are renewable for a second year for up to \$9,472.50, for a maximum total award of \$18,945 per teacher. The total of all awards to a participant may **NOT** exceed the total of reasonable and necessary educational costs incurred to fulfill NYSED requirements for the Bilingual Education Extension.

**Service Commitment:** There is a one-year service agreement for each award given (up to \$9,472.50), irrespective of the amount awarded.

**Eligible Participants:** School districts may apply for these awards to provide funds to attract, recruit, and/or retain individuals (including teachers, prospective teachers, and NYS certified Level III or pre-professional teaching assistants or equivalent) who meet all of the following requirements:

1. will receive a transitional certificate, OR possess a transitional certificate, OR possessed a transitional certificate and gained an initial or professional certificate
2. have received or will receive a Bilingual Education Extension
3. will be employed full-time in the district for the school year for which the award is to be made
4. agree to teach in a bilingual education assignment in a low-performing school within the district, as a condition of receiving the award
5. attain course credit that is acceptable under a relevant certification pathway
6. (for renewal awards only) in the previous year, received a satisfactory performance evaluation as a bilingual education teacher, as determined by the district

## **Allowable Expenditures for All Categories**

Funds shall be used to reimburse educational costs that the participant incurred prior to receiving this award, which were reasonable and necessary to fulfill NYSED requirements for the relevant credential (initial or professional certification in science, mathematics, or ESOL, or a Bilingual Education Extension). Such costs may include:

- Tuition
- Student loans
- Books
- Fees

A participant may receive a second (renewal) award provided that he or she:

- still has unreimbursed educational costs that were reasonable and necessary for the credential sought;
- received a satisfactory performance evaluation in the previous year, as determined by the district.

Because awards to a participant may not exceed the total of reasonable and necessary educational costs incurred to fulfill NYSED requirements for the relevant credential, the Department expects that award amounts will vary across participants.

## **Non-Allowable Expenditures for All Categories**

- These awards shall be given in addition to, and are **NOT** part of, the teacher's base salary.
- Funds may **NOT** be used for professional development courses required to fulfill the 100 hours of [Continuing Teacher and Leader Education \(CTLE\) Requirements](#).
- Funds may **NOT** be used for costs in excess of those required for the credential being sought, or for courses in which the candidate did not meet minimum grade requirements for the certification pathway. Note that a grade of C or above for undergraduate coursework or B- or above for graduate coursework is required for the Individual Evaluation pathway, and Approved Programs may have minimum grade requirements as well.
- Funds may **NOT** be used for amounts in excess of actual educational costs, reasonable and necessary to fulfill NYSED requirements for the relevant credential.
- Funds may **NOT** be used for fringe benefits or indirect or administrative costs on the awards.
- Funds may **NOT** supplant local funds currently used for similar purposes.

## Eligible Applicants and Allocation of Funds

Eligible applicants are school districts that (a) are identified as experiencing a shortage of teachers in science, mathematics, bilingual education, and/or English as a new language, and (b) have at least one low-performing school as of the 2017-18 school year (defined as a Priority, Focus, or Local Assistance Plan school; see “District and School Status” list posted on the [ESEA Accountability Reports website](#)).

A district is identified as experiencing a shortage if more than 5 percent of total full-time equivalent teaching positions in any of the target areas—science, math, bilingual, or English to speakers of other languages—are filled by teachers who did not possess New York State certification for the assignments they were teaching, according to data compiled by NYSED and submitted annually to the U.S. Department of Education for publication in its annual teacher shortage report.

Each district’s share of funding was calculated as follows:

1. Calculate total number of FTEs in the designated subject areas (science, math, bilingual, and ESOL) that are filled by teachers who did not possess NYS certification for the assignments they were teaching.
2. Round up to the nearest whole number to determine the district’s “shortage FTEs.” The total available funding is distributed proportionally across all shortage FTEs.

Note that the number of shortage FTEs does not represent the actual number of participants to whom a district may award funds. If a district makes awards that are less than \$9,472.50, it can potentially award a larger number of participants.

**Table 1. Eligible Districts and Annual Funding Allocations\***

DISTRICT CODE	DISTRICT NAME	SHORTAGE FTEs	ANNUAL FUNDING ALLOCATION
010100010000	ALBANY CITY SD	6	\$ 56,836.00
580106030000	AMITYVILLE UFSD	2	\$ 18,945.00
270100010000	AMSTERDAM CITY SD	2	\$ 18,945.00
050100010000	AUBURN CITY SD	6	\$ 56,836.00
080201040000	BAINBRIDGE-GUILFORD CSD	1	\$ 9,472.50
180300010000	BATAVIA CITY SD	2	\$ 18,945.00
570302060000	BATH CSD	2	\$ 18,945.00
130200010000	BEACON CITY SD	3	\$ 28,418.00
030200010000	BINGHAMTON CITY SD	3	\$ 28,418.00
580512030000	BRENTWOOD UFSD	6	\$ 56,836.00
062301040000	BROCTON CSD	2	\$ 18,945.00
140600010000	BUFFALO CITY SD	51	\$483,102.00
190301040000	CAIRO-DURHAM CSD	1	\$ 9,472.50
600301040000	CANDOR CSD	2	\$ 18,945.00
190401060000	CATSKILL CSD	1	\$ 9,472.50
580513030000	CENTRAL ISLIP UFSD	3	\$ 28,418.00
120401040000	CHARLOTTE VALLEY CSD	2	\$ 18,945.00
140701060000	CHEEKTOWAGA CSD	1	\$ 9,472.50
140709030000	CHEEKTOWAGA-SLOAN UFSD	1	\$ 9,472.50
472202040000	CHERRY VALLEY-SPRINGFIELD CSD	2	\$ 18,945.00
110101040000	CINCINNATUS CSD	1	\$ 9,472.50
510401040000	CLIFTON-FINE CSD	1	\$ 9,472.50
650301040000	CLYDE-SAVANNAH CSD	1	\$ 9,472.50
211003040000	DOLGEVILLE CSD	1	\$ 9,472.50
060800010000	DUNKIRK CITY SD	3	\$ 28,418.00
500402060000	EAST RAMAPO CSD (SPRING VALLEY)	8	\$ 75,781.00
070600010000	ELMIRA CITY SD	2	\$ 18,945.00
590501060000	FALLSBURG CSD	1	\$ 9,472.50
021601040000	FRIENDSHIP CSD	1	\$ 9,472.50
430700010000	GENEVA CITY SD	3	\$ 28,418.00
081401040000	GEORGETOWN-SOUTH OTSELIC CSD	1	\$ 9,472.50
042801060000	GOWANDA CSD	1	\$ 9,472.50
610501040000	GROTON CSD	1	\$ 9,472.50
460701040000	HANNIBAL CSD	1	\$ 9,472.50
230301040000	HARRISVILLE CSD	2	\$ 18,945.00
500201060000	HAVERSTRAW-STONY POINT CSD (NORTH ROCKLAND)	3	\$ 28,418.00
280201030000	HEMPSTEAD UFSD	7	\$ 66,308.00

DISTRICT CODE	DISTRICT NAME	SHORTAGE FTEs	ANNUAL FUNDING ALLOCATION
210601060000	HERKIMER CSD	1	\$ 9,472.50
511301040000	HERMON-DEKALB CSD	1	\$ 9,472.50
571800010000	HORNELL CITY SD	2	\$ 18,945.00
190901040000	HUNTER-TANNERSVILLE CSD	1	\$ 9,472.50
130801060000	HYDE PARK CSD	2	\$ 18,945.00
061700010000	JAMESTOWN CITY SD	1	\$ 9,472.50
540901040000	JEFFERSON CSD	1	\$ 9,472.50
031502060000	JOHNSON CITY CSD	1	\$ 9,472.50
620600010000	KINGSTON CITY SD	7	\$ 66,308.00
490601060000	LANSINGBURGH CSD	1	\$ 9,472.50
590901060000	LIBERTY CSD	1	\$ 9,472.50
121401040000	MARGARETVILLE CSD	1	\$ 9,472.50
110304040000	MCGRAW CSD	1	\$ 9,472.50
580211060000	MIDDLE COUNTRY CSD	3	\$ 28,418.00
441000010000	MIDDLETOWN CITY SD	1	\$ 9,472.50
591401060000	MONTICELLO CSD	1	\$ 9,472.50
051301040000	MORAVIA CSD	1	\$ 9,472.50
650101060000	NEWARK CSD	1	\$ 9,472.50
	NEW YORK CITY*		
170901040000	NORTHVILLE CSD	2	\$ 18,945.00
042400010000	OLEAN CITY SD	1	\$ 9,472.50
471400010000	ONEONTA CITY SD	2	\$ 18,945.00
680601060000	PENN YAN CSD	1	\$ 9,472.50
091200010000	PLATTSBURGH CITY SD	2	\$ 18,945.00
131500010000	POUGHKEEPSIE CITY SD	2	\$ 18,945.00
491200010000	RENSSELAER CITY SD	1	\$ 9,472.50
580602040000	RIVERHEAD CSD	1	\$ 9,472.50
261600010000	ROCHESTER CITY SD	18	\$170,507.00
280208030000	ROOSEVELT UFS	1	\$ 9,472.50
043200050000	SALAMANCA CITY SD	1	\$ 9,472.50
161201040000	SALMON RIVER CSD	2	\$ 18,945.00
621601060000	SAUGERTIES CSD	1	\$ 9,472.50
530600010000	SCHENECTADY CITY SD	11	\$104,199.00
421800010000	SYRACUSE CITY SD	24	\$227,342.00
491700010000	TROY CITY SD	1	\$ 9,472.50
412300010000	UTICA CITY SD	1	\$ 9,472.50
121901040000	WALTON CSD	1	\$ 9,472.50
600101060000	WAVERLY CSD	2	\$ 18,945.00
022601060000	WELLSVILLE CSD	1	\$ 9,472.50

DISTRICT CODE	DISTRICT NAME	SHORTAGE FTEs	ANNUAL FUNDING ALLOCATION
170301020000	WHEELERVILLE UFSD	1	\$ 9,472.50
641701060000	WHITEHALL CSD	1	\$ 9,472.50
472506040000	WORCESTER CSD	1	\$ 9,472.50
580109020000	WYANDANCH UFSD	2	\$ 18,945.00
662300010000	YONKERS CITY SD	13	\$123,144.00
<b>TOTAL</b>		<b>259</b>	<b>\$2,453,397.50</b>

\* NOTE: By law, not more than 60% of Teachers of Tomorrow funds may be awarded to any one school district. New York City has already received an annual award of \$15 million, which is 60% of the total TOT appropriation of \$25 million. Therefore, New York City is not eligible for an award from this setaside.

### Method of Award

The anticipated funding will be allocated, as shown in the above table, among all eligible applicants who successfully complete the application requirements outlined in this document. In reviewing applications, NYSED staff will eliminate any unallowable or unreasonable items in the budget.

If new or additional funding becomes available, or if any of the eligible applicants do not apply under the current RFA, and the Department chooses to distribute the funding to applicants of this current RFA, the Department will allocate the funds among already awarded districts. Districts will be required to submit a revised budget as well as a written description of how the additional funds will be used, for Department review and approval. Maximum request amounts will be established by distributing funding proportionally (based on the relative sizes of the above initial grant allocations) to those districts that accept the opportunity for additional funding. Districts may propose to use any additional funds they receive to award additional participants and/or to increase award amounts to already-awarded participants, up to the maximum award amount. The Department reserves the right to increase the maximum award amount for this program.

### Notification of Award

All applicants will be notified regarding the disposition of their application in writing. Successful applicants will be informed of the amount of their award and the next steps in the grant process.

### Funding Policy

There will no automatic initial payment on these awards. Districts will draw down funds using an FS-25 Request for Funds (available on the [Grants Finance website](#)), which they can submit as needed (up to monthly).

To ensure that districts draw down only the amount they are actually using, they will be required to submit a backup form with each participating teacher's name, program category (A, B, or C) in which he or she is participating, description of educational costs being reimbursed, and exact dollar amount of his or her award, to the program office when they submit the FS-25. The proposed budget will be reviewed for the appropriateness of the expenditures. SED will eliminate any items deemed to be non-allowable or inappropriate and calculate the amount of the proposed grant award accordingly.

## **Project Requirements**

### **Reporting**

1. Districts must retain records of all fund expenditures by category and a list of participating teachers with a unique identification number for each teacher.
2. For each teacher, the list must include the program category (A, B, or C) in which he or she is participating, the dollar amount of each award received, and successive awards given.
3. Records must also include copies of service agreements and copies of all forms used by the district in administering the program.
4. Grantees must submit an annual performance report at the end of each grant period but no later than the 1<sup>st</sup> of August for activities conducted July through June 30 of that program year. Additional information about the annual performance report will be made available to grantees by NYSED after grant awards are made. Failure to provide required reports when requested may result in a stop payment on future awards and jeopardize future awards until the situation has been resolved to the satisfaction of NYSED.

### **Entities' Responsibility**

1. Projects must operate under the jurisdiction of the local board of education, or other appropriate governing body, and are subject to at least the same degree of accountability as all other expenditures of the local agency.
2. All grant funds must be utilized in accordance with the guidelines of the RFA, the applicable statutes, regulations, district policies, and the grant award.
3. The local board of education, or other appropriate governing body, is responsible for the proper disbursement of, and accounting for, project funds.
4. Supporting or source documents that authorize the disbursement of grant funds are required for all grant-related transactions entered into the local agency's recordkeeping system. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time and effort records, delivery receipts, vendor invoices, travel documentation and payment documents.
5. Supporting documentation for the grant must be kept for at least six years after the final payment is made unless otherwise specified by statute, regulation, audit finding, or legal action. An audit or legal action will "freeze the clock" for record retention purposes.

6. All records and documentation must be available for inspection by NYSED officials or representatives. For additional information about grants, please refer to the [Fiscal Guidelines for Federal and State Aided Grants](#).
7. Each funded TOT project is obligated to submit a reapplication annually including an FS-10 covering the next year of the award in whatever form may be provided by NYSED.

### **Accessibility of Web-Based Information and Applications**

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents and applications are accessible to persons with disabilities. Documents, web-based information, and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by a NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

### **Public Relations/Attributions of Funding**

Any public relations materials and activities, such as project brochures and award ceremonies, shall acknowledge that the project and its activities are supported, in whole or in part, by a Teachers of Tomorrow grant from the New York State Education Department. When local, statewide, or national media report on the project's success, NYSED funding must be acknowledged. The district should submit copies of all local, statewide, or national media stories about the project and/or the project participants and staff to NYSED at the program email address: [TOTsmbe@nysed.gov](mailto:TOTsmbe@nysed.gov)

### **Requirements for Funding**

**Registration In Federal System for Award Management (SAM)** – In order to be awarded federal funds, an agency must be registered (and then maintain a current registration) in the federal [System for Award Management](#) known as SAM. SAM is a government-wide, web-enabled database that collects, validates, stores and disseminates business information about organizations receiving federal funds. Information on an agency's registration in SAM needs to be provided on the Payee Information Form that must be submitted with the application.

**Payee Information Form/NYSED Substitute W-9** – The [Payee Information Form](#) is a packet containing the Payee Information Form itself and an accompanying NYSED Substitute W-9. The NYSED Substitute W-9 may or may not be needed from your agency. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through NYSED.

## **NYSED's Reservation of Rights**

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; (16) request best and final offers.

## **Workers' Compensation Coverage and Debarment**

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred

from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

## **PROOF OF COVERAGE REQUIREMENTS**

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

***Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.***

### **Proof of Workers' Compensation Coverage**

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

### **Proof of Disability Benefits Coverage**

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the [New York State Workers' Compensation Board website](#). Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

## **Application Guidance**

To be granted an annual funding allocation, eligible districts must submit an application that includes all materials listed in the **Application Checklist**. This section provides guidance on the content and format for each component of that submission.

### **Proposal Narrative**

Describe how the district will use its award to recruit and/or retain individuals who have received or will receive a transitional certificate, to teach in a low-performing school, by reimbursing educational costs incurred to fulfill NYSED requirements for initial or professional certification in science, math, or ESOL, or for a Bilingual Education Extension. Specifically respond to the following questions:

1. How will the district identify candidates eligible for this program?
2. How will the district select participants to receive an award, particularly if the number of qualified candidates exceeds the available funds? Be sure to address the **Priority Rules**.
3. Describe the mechanism and timing of payment.
4. How will the district ensure that funds are being used for allowable expenses only?
5. How will the funding supplement—not supplant—current local efforts related to the recruitment and retention of teachers? How will the district ensure that such current efforts are maintained?
6. How will the district ensure completion of the service commitment? Please provide a copy of a sample service agreement.
7. Provide name, title, and role of each staff member responsible for managing program activities and providing program oversight.

### **Form FS-10 Budget and Narrative**

The Budget Narrative should explain funded costs for the **entire project period**, July 1, 2018 – June 30, 2020.

Using the FS-10 Budget Form, provide an itemized budget and brief narrative of how the requested funds will be used for the **first year** of the project. The FS-10 is available on the [Grants Finance website](#).

Budgeted items must be reasonable in cost and necessary for the project. Proposed expenditures must be supplemental and may not supplant or duplicate services currently provided. NYSED staff will eliminate any unallowable or unreasonable items in the budget.

Budgeted costs must be in compliance with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online on the [Grants Finance website](#). The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles, and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](#).

### **Page Limits**

The Proposal Narrative and Budget Narrative are to be submitted on single-spaced 8.5" x 11" pages with one-inch margins. Use a Times Roman or Arial font in a 12-point size. Required forms are not counted in these page limits.

Proposal Narrative—4 pages maximum  
Budget Narrative—one page



## Application Checklist

Listed below are the required documents for a complete application package, in the order that they should be submitted. Use this checklist to ensure that your application submission is complete and in compliance with application instructions.

Required Documents	Checked-Applicant	Checked –SED
Application Cover Page with Original Signature of Chief Administrative Officer in blue ink	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">Payee Information Form</a> (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>
Funds Requested	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Narrative	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">FS-10 Budget</a> (signature required)	<input type="checkbox"/>	<input type="checkbox"/>
Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>
Sample copy of service commitment agreement for each funding category applied for	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>
Disability Benefits Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>SED Comments:</b></p> <p>Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>SED Reviewer: _____ Date: _____</p>		

## FUNDS REQUESTED for 2018-19

Please complete the following table by providing requested information for each funding category applied for. **(Please read the Description of Program section carefully. Each category contains varying restrictions.)**

Category	Dollar Amount Requested for 2018-19	Number of participants who will be funded in 2018-19	Subjects taught by funded participants
A. Tuition Reimbursement for Professional Certification in Science, Mathematics, and English to Speakers of Other Languages (ESOL)			
B. Tuition Reimbursement for Initial Certification in Science, Mathematics, and English to Speakers of Other Languages			
C. Tuition Reimbursement for Bilingual Education Extension			
<b>Totals (Total dollar amount may not exceed allocation amount in Table 1)</b>			

## **Appendix A: STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

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

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal

employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

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

regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884

email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
[MWBE Directory](#)

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

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

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

(January 2014)

## APPENDIX A-1 G

### **General**

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the [NYS Education Department Fiscal Guidelines](#).
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
- D. Any modification to this Agreement that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of this Agreement must be approved by the Commissioner of Education and the Office of the State Comptroller when:
  - a. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
  - b. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.
- E. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

### **Terminations**

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

### **Responsibility Provisions**

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

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

C. Termination (for Non-Responsibility)

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

**Safeguards for Services and Confidentiality**

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

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