Announcement of Funding Opportunity
RFP #GC18-015
2018-2024 NYS Pathways in Technology Early College High School (NYS P-TECH) Program

Purpose of Grant	The New York State Pathways in Technology Early College High School (NYS P-TECH) Program will prepare thousands of New York students for high-skills jobs of the future in technology, manufacturing, healthcare and finance. The model incorporates a six-year program that combines high school, college, and career training and will be targeted to academically and economically at-risk students.
Project Period	January 1, 2018 through June 30, 2024
Scope	The project seeks to fund regional partnerships that demonstrate the greatest need for enhanced access to post-secondary opportunity. Each partnership will include K-12, higher education, and business/employer partners.
Eligible Fiscal Agents/ Applicants	A New York State public school district must serve as the fiscal agent/applicant for each application.
Amount of Funding	It is anticipated that a total of $21.0 million will be available over the seven-year grant term, contingent on availability of funds after the Planning Period.
Sub-contracting	Subcontracting will be limited to twenty percent (20%) of the total annual budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel; it does not include service contracts between members of the partnership. This limit applies to subcontracting carried out by the lead applicant and members of the partnership. It is the responsibility of the lead applicant/fiscal agent to ensure that the aggregate total subcontracting carried out by the lead applicant/fiscal agent and the partners does not exceed the 20% subcontracting limit.

Mandatory Application Requirements	A Memorandum of Understanding (MOU) that has been signed by all members of the partnership must be included. Applications that do not include a MOU signed by all partners will not be reviewed for consideration. Letters of support will not be accepted in lieu of a partner's signature on the MOU.
Application Due Date and Mailing Address	Submit 1 original and 3 copies postmarked **no later than November 15, 2017**. Also submit an electronic version containing all application and M/WBE documents in Microsoft Word format. They should be submitted to: NYSPTECH@nysed.gov. New York State Education Department Attn: NYS P-TECH GRANT Office of Postsecondary Access, Support, and Success 89 Washington Avenue 971 EBA Albany, New York 12234
Questions and Answers	All questions must be submitted via e-mail to NYSPTECH@nysed.gov by October 30, 2017. A complete list of all Questions and Answers will be posted to http://www.highered.nysed.gov/kiap/scholarships/PTech.htm no later than November 3, 2017.

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2018-2024 NYS P-TECH

Application Guidance

Purpose

In 2013, New York State launched the NYS Pathways in Technology Early College High School (NYS P-TECH) Program, a public-private partnership that will prepare thousands of New York students for high-skills jobs of the future in technology, manufacturing, healthcare, and finance. Sixteen NYS P-TECH projects were launched across the state and opened their doors in fall 2014. The 2014-15 New York State budget provided funding for ten additional NYS P-TECH projects, and the 2015-16 New York State budget funded six more projects. The enacted state fiscal year 2017-18 budget continues to expand the NYS P-TECH model, providing $3 million in annual funding for up to seven additional projects.

To implement this program, the New York State Education Department (NYSED) is seeking competitive grant proposals from partnerships of school districts, higher education institutions, and committed business/employer partners for the development and operation of up to seven new NYS P-TECH projects.

The NYS P-TECH model delivers five core benefits to students:

1. A rigorous, relevant and cost-free grades 9 to 14 education focused on the knowledge and skills students need for Science, Technology, Engineering and Math (STEM) careers;
2. Workplace learning that includes ongoing mentoring by professionals in the chosen career sector, worksite visits, speakers, and internships;
3. Intensive, individualized academic support by K-12 and college faculty within an extended academic year or school day that enables students to progress through the program at their own pace;
4. An Associate of Applied Science degree or the two-year degree that is the industry standard for the targeted jobs in a high-tech field (referred to as an AAS degree for the purpose of this RFP); and
5. The commitment to be first in line for a job with the participating business/employer partners following completion of the program.

The program is also designed to:

- Develop programs of study in high-wage, high-skill, high-demand career areas;
- Align school, college, and community systems in these programs of study;
- Increase opportunity and access to postsecondary education for academically at-risk, disadvantaged populations of students;
- Support strong academic performance;
- Promote informed and appropriate career choice and preparation; and
- Ensure that employers in key technical fields have access to a talented and skilled workforce.

Through these programs of study, students will be able to earn transcripted college credit resulting in an AAS degree. Career pathways begin in 9th grade and provide a seamless sequence of high school and college study, including career and technical education and workplace learning, which culminate in an AAS degree. This is a six-year integrated program focused on two-year degree completion. This is not a program that provides a "transition" to college such as a "2+2+2" or "4+2" program. The funded programs will be required to document their performance through reporting on a set of performance metrics and achievement of critical benchmarks for student success.

The AAS degree shall be the industry standard for the targeted jobs in a high-tech field. The degree requirements must be able to be completed within a four-semester sequence, which does not include mandatory summer or intersession periods. Degree programs which may not meet this requirement include but are not limited to: Nursing, Radiologic Technology, Occupational Therapy Assistant, Physical Therapy Assistant, Massage Therapy, and Dental Hygiene. Special attention will be paid to the number of total and semester college credits required for the degree completion. **For degree programs with more than 64 credits, applicants must explain how they can be completed in four academic semesters of normal registration.**

Grant Term

Grants will be for the term of January 1, 2018 to June 30, 2024. After the Planning Period, January 1, 2018 – June 30, 2018, continued funding will be contingent upon satisfactory reporting, the achievement of performance goals and the availability of funds. After the Planning Period (January 1, 2018 - June 30, 2018), each subsequent year of the program will operate from July 1st through June 30th.

Eligible Applicants

Eligible fiscal agents/applicants will be New York State public school districts ("school districts"), applying on behalf of a partnership, which must include:

(1) K-12: A single school district, a consortium of school districts, a BOCES, or any combination of these entities. A school district applicant must serve as fiscal agent/applicant for the grant. A BOCES, community college, or other member of the consortium may serve as lead implementing partner but may not be the fiscal agent/applicant.

Individual school buildings may not apply for this grant. A grant award through this RFP cannot be used to expand the 32 currently funded P-TECH projects.

All school district applicants must maintain a demonstration of full implementation of an approved APPR plan in compliance with the applicable provisions of Section 1 of Part A of Chapter 57 of the Laws of 2013 as amended, Chapter 53 of the Laws of 2014, Chapters 56 and 61 of the Laws of 2015, Education Law §3012-d as applicable, and Subpart 30-3 of the Rules of the Board of Regents as applicable, throughout the entire term of the grant.

Projects with a focus on Computer Science pathways will receive a 5 point bonus. To receive the bonus points the project must propose at least one career pathway that results in an AAS degree in Computer Science or a related degree.

(2) Higher education: One or more nonprofit higher education institution(s), provided that at least one offers an AAS degree (or other two-year degree that is the industry standard for the targeted jobs) linked to the goals of the program, and which award the degree at no cost to the student/family. Please note that higher education partners participating in a NYS P-TECH project, or the entity/entities responsible for setting tuition at the institution, are authorized by law to set a reduced rate of tuition and/or fees, or to waive tuition and/or fees entirely, for students enrolled in such NYS P-TECH project with no reduction in other state, local or other support for such students earning college credit that such higher education partner would otherwise be eligible to receive; and,

(3) Business/Employer: A regional New York State employer (or consortium of employers from related sectors) and/or industry entity/association that requires highly skilled employees which will utilize the knowledge and skills obtained from the

secondary and postsecondary programs proposed under the application and agrees to place students who successfully complete the program first in line for a job.

NOTES:

a. Public charter schools and non-public schools are ineligible to apply for these funds or participate in this program, either individually or as members of consortia.
b. For-profit institutions of higher education are not eligible to serve as the higher education partner.
c. Currently funded NYS P-Tech partnerships may apply to create a new NYS P-TECH project, separate from currently operating projects; however, they may not apply to expand their current projects.

Eligibility and Mandatory Application Requirements

To be an eligible applicant, partnerships must include at least one member from each of (1), (2) and (3) above. Additional partners may be included based on the needs identified in the geographic region being served.

A Memorandum of Understanding (MOU) that has been signed by all members of the partnership must be included. Applications that do not include a MOU signed by all partners will not be reviewed for consideration. Letters of support will not be accepted in lieu of a partner's signature on the MOU. The MOU must outline each member's roles and responsibilities in the project, and it should contain articulation language that ensures that the higher education credits earned in the program are transcripted and acceptable toward the AAS degree to be earned from the higher education partner.

Each partnership will designate one partner as the implementation lead in the MOU. The implementation lead entity may be a K-12, higher education, or business/employer partner. The implementation lead shall be the partner that is responsible for coordinating and overseeing the planning and implementation of the program. The implementation lead need not be the same as the school district serving as fiscal agent/applicant.

The implementation lead must meet the following requirements:

a. Must be recognized in the MOU by all partners as the lead agency
b. Must identify key existing staff to coordinate planning and operations

c. Must convene all partners, coordinate the planning process, and oversee student and staff recruitment and program implementation.

Responsibilities of Partners

K-12 Education: Essential responsibilities of K-12 partners include:

- Committing to fully implement the NYS P-TECH model, serving all students in the same common location beginning in 9th grade to assure that all students have a consistent, innovative program and college and career culture and all faculty have the opportunity to collaborate and focus on NYS P-TECH instructional and support services;
- Forming a strong partnership, documented in a formal agreement, with the higher education and business/employer partners and any other community partners;
- Recruiting academically and/or economically at-risk and other under-represented students for enrollment;
- Identifying potential school leaders who have demonstrated the ability to drive exceptional student outcomes; are dedicated to working with under-served students and their families; can provide the leadership skills essential for program success; and can integrate high school, college, and work-based learning experiences, and in cases where a new school leader is hired, working with the higher education and business/employer partners to select the school leader;
- Working with higher education and business/employer partners to develop a seamless scope and sequence of courses that enable all students to earn an AAS degree within six years (at their own pace) and that includes workplace learning;
- Establishing a college-going culture for all students that begins on the first day of 9th grade and continues throughout all 6 years of the program, engaging students in instruction on key "college knowledge", academic and personal behaviors such as time management; collaboration; problem-solving; leadership; study skills; communication; and tenacity. Credit-bearing college course work and tutoring should be introduced no later than the 10th grade.
- Introducing the career and industry focus for all students beginning on the first day of 9th grade and continuing throughout the six years of the program by infusing workplace skills and industry content into academic courses and offering time in the school schedule and calendar for the full range of workplace learning, e.g. mentoring, workplace visits, job shadowing, internships, etc.;

- Offering multiple pathways for students with varying levels of academic achievement in 8th grade to participate and complete the full six-year program successfully;
- Preparing students for college-level coursework, so remedial coursework at the post-secondary level is not necessary;
- Providing relevant and ongoing professional development for the principal/school leader and all participating teachers, including support and frequent exchanges during the school year; and
- Maximizing available funding streams (in addition to the State appropriation), such as federal School Improvement Grants and Perkins program funding, to support the needs of participating students. (Please note: Students participating in the NYS P-TECH Program will **NOT** be eligible for TAP or Pell as they will remain on their high school registers for the full six years of the program [or until they complete the requirements for both the high school diploma and the AAS degree]).

Higher Education: Essential responsibilities of higher education partners include:

- Forming a strong partnership, documented in a formal agreement, with the K-12 and business/employer partners and any other community partners;
- Identifying appropriate college courses to include in the program's scope and sequence, ensuring that students can earn an AAS degree (or the two-year degree that is the industry standard for the targeted jobs) within six years of beginning the NYS P-TECH program;
- Identifying appropriate coursework and experiences to introduce students to college course work beginning no later than the 10th grade;
- Working with the high school to determine which courses will be taught by college faculty, which by high school teachers with adjunct status, and which by a combination of the two (and ensuring the appropriate college-level rigor of courses taught by adjunct faculty);
- Collaborating with high school faculty to ensure that course content will prepare students for college work;
- Collaborating with high school faculty to develop innovative approaches for early diagnosis and interventions for students who require additional academic assistance (Please note: Funds for this program cannot be spent on college remedial coursework; therefore, all high school coursework should prepare students to seamlessly enter college level courses.);

- Collaborating with business/employer partner(s) to align college coursework with relevant technical skills and workplace competencies, as defined by industry;
- Maintaining student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students;
- Committing to maximize available funding streams (in addition to the State appropriation) and waive or reduce tuition costs per credit to no more than existing “college in the high school” rates (Please note: Students participating in the NYS P-TECH Program will NOT be eligible for TAP or Pell); and
- Providing dedicated staff to work on the initiative, including a College Liaison who has the authority to coordinate with the school on the college/university partner’s behalf.

Business/Employer: Essential responsibilities of business/employer partners include:

- Forming a strong partnership, documented in a formal agreement, with the K-12 and higher education partners and any other community partners;
- Committing to place every student who successfully completes the program first in line for a job;
- Identifying a mentor for every participating student (a sample commitment would be for mentors to participate in at least two face-to-face opportunities with their mentee per year and communicate with their mentee online every week with an approximate time commitment of 30 minutes per week);
- Creating an up-to-date skills map for the industry/sector that identifies essential job requirements;
- Collaborating with the K-12 and higher education partners to identify the post-secondary two-year degree that will ensure students meet industry expectations and validating the proposed scope and sequence;
- Providing workplace visits, speakers, internships and apprenticeships for participating students;
- Collaborating with K-12 and higher education staff to align technical skills and workplace competencies with curriculum, course offerings, and other resources; and
- Providing dedicated staff to work on the initiative, including an Industry Liaison who has the authority to coordinate with the school on the business/employer partners’ behalf.

In addition, all partners must commit to participate in a statewide network of NYS P-TECH schools and to working with colleagues to share expertise and experience on the

development of the NYS P-TECH model, as well as pertinent resources, tools and strategies.

Statewide Implementation

Awards will be made as follows:

- Up to a total of seven (7) awards will be made to eligible partnerships.
- Awards will be made to the highest scoring partnerships that meet the minimum scoring threshold until a maximum of seven (7) awards have been made or until there are no fundable applications remaining.

NYSED Consortium Policy for State and Federal Discretionary Grant Programs:

The partnership or consortium must meet the following requirements:

1. The grant will be prepared in the name of the applicant agency/fiscal agent school district, not the partnership/consortium, since the group is not a legal entity.

2. All partners must meet the following requirements:
    a. Must agree to all of the responsibilities listed under the Responsibilities of Partners section.
    b. Must sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide and for what period of time those services will be provided;
    c. Must be an active member of the partnership/consortium.
3. The applicant agency/fiscal agent must meet the following requirements:
    a. Must be an eligible grant recipient as defined by the procurement;
    b. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;
    c. Cannot act as a flow-through for grant funds to pass to other recipients. The fiscal agent must provide a minimum of 20% of the direct services supported by this grant, as reflected in the budget;
    d. Is PROHIBITED from sub-granting funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself; and

e. Must be responsible for the performance of any services provided through funds awarded under this grant by the partners, consultants, or other organizations.

Project Funding

Funds will be distributed based on approved program budgets.

A total of up to $21.0 million will be available over the full multi-year grant term, contingent on availability of funds after the Planning Period. Each award recipient will be eligible to receive up to $3 million for their approved program over the full multi-year grant term. Up to seven (7) awards will be made totaling no more than $21.0 million dollars over the full term of the grant. The maximum possible award for each year will be based upon the table below:

P-Tech Cohort 4 Funding Maximums

P-Tech Project	Project Year							Total Project Award
	January 2018 – June 2018 Planning Period	2018-19 (grade 9)	2019-20 (grades 9 &10)	2020-21 (grades 9, 10 & 11)	2021-22 (grades 9, 10, 11 & 12)	2022-23 (grades 9, 10, 11, 12 & 13)	2023-24 (grades 9, 10, 11, 12, 13 & 14)	
p1	150,000	250,000	350,000	450,000	550,000	625,000	625,000	3,000,000
p2	150,000	250,000	350,000	450,000	550,000	625,000	625,000	3,000,000
p3	150,000	250,000	350,000	450,000	550,000	625,000	625,000	3,000,000
p4	150,000	250,000	350,000	450,000	550,000	625,000	625,000	3,000,000
p5	150,000	250,000	350,000	450,000	550,000	625,000	625,000	3,000,000
p6	150,000	250,000	350,000	450,000	550,000	625,000	625,000	3,000,000
p7	150,000	250,000	350,000	450,000	550,000	625,000	625,000	3,000,000
Total Expenditure Each Year*	1,050,000	1,750,000	2,450,000	3,150,000	3,850,000	4,375,000	4,375,000	21,000,000

Applicants are not guaranteed the maximum possible award each year, as expenses must be outlined and justified in the FS-10 Budget Form, Budget Narrative, and Multi-Year Budget Summary. Applicants must submit a detailed FS-10 Budget Form and Budget Narrative for the grant funds with this application proposal for the initial Planning Period of January 1, 2018 through June 30, 2018 and a Multi-Year Budget Summary

(Attachment 3) for the entire grant term. Program budgets will be evaluated based on the number of students to be served, the quality of the program design, and efficient use of funds and other resources described in the FS-10 Budget Form, Budget Narrative, Multi-Year Budget Summary (Attachment 3), and the Resource and Expenditure Plan (Attachment 4). Winning partnerships will be required to report total project expenditures, as well as performance data described under the Accountability section of this document, for each year within 30 days of the end of that project year.

Continued funding past the Planning Period is contingent on satisfactory reporting, the achievement of annual performance benchmarks, and the availability of funds. A portion of the project funds will be withheld contingent upon timely expenditure and performance reporting and adequate student progress as defined in the Accountability section below. Additional reporting may be required depending on the funding sources for this grant.

Description of Program

Program Purpose/Goal:

There are five critical benefits to students from the NYS P-TECH model:

1. A rigorous, relevant, and cost-free grades 9 to 14 education focused on the knowledge and skills students need for Science, Technology, Engineering and Math (STEM) careers;
2. Workplace learning that includes ongoing mentoring by professionals in the chosen career sector, worksite visits, speakers and internships;
3. Intensive, individualized academic support by K-12 and college faculty within an extended academic year or school day that enables students to progress through the program at their own pace;
4. An Associate of Applied Science degree (AAS), or the two-year degree that is the industry standard for the targeted jobs, in a high-tech field; and
5. The commitment to be first in line for a job with the participating business/employer partners following completion of the program.

The NYS P-TECH program will prioritize partnerships that demonstrate the willingness and capacity to serve students who:

- Have been identified as academically and/or economically at-risk for not successfully completing high school and/or not enrolling in or succeeding in college;
- Belong to populations that have historically not had access to or success in higher education, such as students with disabilities or English Language Learners;
- Are in attendance in a school district with Focus status and/or Priority or Focus School(s), including those schools defined in Education Law 211-f and identified as Struggling Schools and Persistently Struggling Schools, as most recently determined by NYSED. (A listing of the eligible Focus districts and Priority and Focus schools, including Struggling and Persistently Struggling Schools, may be found on the NYSED website.)

Program Requirements

The NYS P-TECH programs to be funded under this RFP will possess the following required elements:

1. Agreement by all partners to the responsibilities listed under the Responsibilities of Partners section;
2. A six-year curriculum, beginning in 9th grade, that is sequential and integrates academic and work-based instruction; provides preparation for a career field; leads to technical skill proficiency or an industry-recognized credential; and satisfies the requirements for a Regent's high school diploma and AAS degree (or other industry-accepted two-year post-secondary credential) in a specific career field from a registered post-secondary program. The six-year integrated scope and sequence will introduce college courses and experiences and workplace activities no later than the 10th grade and continue throughout the six years;
3. A program structure that brings all students to the same common location, beginning in the 9th grade to assure consistent, rigorous services that are infused with the career focus and create a college-going environment. All students, whether from one school district or multiple school districts, must all come together on the first day of their NYS P-TECH Program at the same location for the beginning of their secondary education. The high school instructional program should be delivered to each cohort in a single, common location to ensure consistent, rigorous instruction that is infused with the targeted career pathways and offers a college-going, professional environment throughout the school day. Students will go to appropriate locations (business/employer

partner's worksites and/or the college partner's campus) for workplace learning and college coursework when their programs of study require, but the majority of their high school coursework should be done in one location where the teachers, staff, and leaders are all focused on the goals of the NYS P-TECH model. This may be a stand-alone school or a school-within-a-school model but NOT a multiple high school model;

4. Priority given to the recruitment of academically and/or economically at-risk students, students with disabilities, English Language Learners, other populations that have historically not had access to or success in higher education, and students who are in attendance in a school district with Focus status and/or Priority or Focus School(s), including those schools defined in Education Law 211-f and identified as Struggling Schools and Persistently Struggling Schools, as most recently determined by NYSED. (A listing of the eligible Focus districts and Priority and Focus schools, including Struggling and Persistently Struggling Schools, may be found on the NYSED website.) The focus will be non-traditional college-goers and there should not be academic screening for applicants. In multi-district partnerships, equal opportunity to participate should be available to students in these groups from all partner districts;
5. A clear and strong governance structure that includes identification of the lead implementation partner; a Steering Committee comprised of members from the K-12, higher education, and business/employer partners, as well as any additional stakeholders; and a partnerships plan for program leadership, overall leadership capacity, and long-term commitment to the collaborative operation of the program;
6. A well-defined plan for the expansion of the program beyond the initial cohort of students and clear timeframes for full implementation of the program within the seven-year funding period. This plan will include the number of students to be served in each cohort and at full implementation;
7. Ongoing opportunities for faculty to collaborate on instructional planning, joint in-service training of secondary and postsecondary teachers to implement the six-year integrated scope and sequence, including college and career activities, effectively, as well as training of high school guidance counselors and higher education institution staff to recruit students and ensure program completion and college matriculation (should students decide to pursue a four-year degree);
8. Professional development plans to prepare instructors to teach in the integrated STEM-CTE curriculum. The plan should include a minimum of at least five additional professional development days for high school staff over and above

that provided to all staff in the K-12 system over the seven-year grant term. Professional development should provide opportunities for additional time for faculty to design new curriculum, develop new instructional practices, and collaborate with colleagues at partner institutions (particularly among secondary and post-secondary faculty) and should be concentrated in the planning year and other times when student schedules are not impacted, e.g. scheduled professional development days, times when students are participating in work site visits and other workplace learning, summers, etc.;

9. College and career preparatory services, such as recruitment, career and personal counseling, and career assessment. College preparatory services must include the development of college and career readiness plans for each student. For age-eligible students, parental notification, approval, and sign off are required;
10. An agreement outlining how the safety and rights of students will be protected while they participate in work experiences for the program;
11. Demonstrated evidence of financial and programmatic sustainability through the program period and beyond; and
12. Appropriately certified leadership and staffing with a clear responsibility for required reporting.

Grant Funds Budget (FS-10)

Applicants must submit a detailed FS-10 Budget Form and a Budget Narrative for the grant funds with this application proposal for the initial Planning Period of January 1, 2018 through June 30, 2018 and a Multi-Year Budget Summary (Attachment 3) for the entire grant term. In addition, applicants should submit an overall proposed Resource and Expenditure Plan (Attachment 4) that reflects the total commitment of resources by each of the applicant partners. To the greatest extent possible, these proposed plans should reflect full and accurate projected costs for developing and operating the program throughout the seven years of the grant term.

The proposed plans must consider sustainability and provide evidence of the partnerships past the initial seven-year grant term. It is advisable that projected costs associated with students earning credits for the AAS degree be modeled over the six-year period of enrollment rather than on a per-credit or per-course basis. Additionally, the applicant and each partner should contribute resources to be included in the sustainability plan.

The Resource and Expenditure Plans will detail applicant partners' local contributions of resources, both financial and itemized in-kind as applicable, to the program. The FS-10 Budget Form, the Multi-Year Budget Summary, and the Resource and Expenditure Plans should demonstrate the program's long-term fiscal sustainability, especially as the program expands to include additional cohorts of students and initial cohorts move into the portions of their individual programs that require significant investment in support for the higher education components of the NYS P-TECH model.

Applicants should use The Resource and Expenditure Plan to identify how funds from multiple sources (including NYS P-TECH grant funds, local contributions, in-kind resources, etc.) will be used to cover the cost of tuition for students. Please Note: NYS P-TECH students are NOT eligible for TAP or Pell Grants, and as such, programs will need to illustrate how the cost of tuition, if not waived completely, will be paid.

The funds for this grant program are provided through New York State sources. Budgeted costs must be in compliance with applicable state laws and regulations and NYSED's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the Grants Finance website. The FS-10 Budget Form 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.

The budget should be reasonable and appropriate to cover program expenses. All budgets will be subject to review and modification in the grant-making process.

For more information, visit Grants Finance website.

Allowable Expenditures

Budgets for the use of grant funds (FS-10 Budget Form and the accompanying Budget Narrative) will be reviewed, and any items that are deemed non-allowable, excessive, or inappropriate will be eliminated. Budgets that include non-allowable, excessive, or inappropriate items will receive a lower score. Generally, all expenditures must contribute to student achievement in NYS P-TECH programming. Allowable expenditures may include, but are not limited to, the following:

- Service contracts between members of the partnership;

- Purchases of existing evidence-based and/or standards-based curriculum that focuses on a STEM-related career area;
- Payment for development of curricula that emphasizes rigorous STEM content within a chosen NYS P-TECH program;
- Professional development to enhance teaching and learning;
- Purchase of equipment needed to upgrade existing programs or new equipment to start a program (equipment purchases limited to 10 percent of total budget);
- Workshops and planning meetings between consortium personnel, including counselors, parents, and college faculty, and business leaders to support program sustainability and build awareness in the regions on the benefits for having such programs;
- Post-secondary curriculum development that facilitates alignment and articulation with secondary programs leading to college degrees and/or other industry recognized credentials that meet the needs of employers.
- Tuition for non-remedial, credit-bearing college courses. The higher education partners are encouraged to waive or reduce tuition costs per credit to no more than existing "college in the high school" rates

Non-allowable Activities and Costs

Funds provided under this grant may not be used for the following purposes:

- Supplanting of existing funding and efforts, including costs otherwise necessary to operate a school without this grant;
- Sub-grants to members of the partnership or other agencies. This includes mini-grants, which are different than purchase service contracts;
- Acquisition of equipment for administrative or personal use;
- Acquisition of furniture (e.g., bookcases, chairs, desks, file cabinets, tables) unless an integral part of an equipment workstation or to provide reasonable accommodations to students with disabilities;
- Food services/refreshments/banquets/meals;
- Purchase or rental of space;
- Remodeling which is not directly connected to accessibility to career pathways instruction or services;
- Payment for memberships in professional organizations;
- Purchase of promotional favors, such as bumper stickers, pencils, pens, or T-shirts;
- Subscriptions to journals or magazines;

- Travel outside United States;
- Any expenditure for students not enrolled in NYS P-TECH programs, including career exploration;
- Tuition for college-level remedial courses; and
- The indirect costs of partner organizations.

Expenditures financed with grant funds awarded under this request for proposals (RFP) are not eligible to (i) receive reimbursement under BOCES Aid or Building Aid or (ii) otherwise generate additional BOCES Aid or Building Aid.

Applications from school districts that have received School Improvement Grants (SIG) or School Innovation Funds (SIF): School districts that have received SIG or SIF should describe in the Program Design section of their proposal narrative how NYS P-Tech grant funds will work with other federal and state grant funds to meet their individual turnaround strategy. If the school which will host the program is currently implementing an approved SIF grant or SIG, the program proposed under this application must be consistent with the whole school re-design model approved and implemented and the district and schools defined theory of action/approach to school turnaround/redesign; such plans may be amended as needed to ensure alignment.

Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law

The following M/WBE requirements apply when an applicant submits an application for grant funding that exceeds $25,000 for the full grant term.

All forms referenced here can be found in the M/WBE Documents attached separately.

All applicants are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) policy. Compliance can be achieved by one of the three methods described below. Full participation by meeting or exceeding the M/WBE participation goal for this grant is the preferred method.

M/WBE participation includes services, materials, or supplies purchased from minority and women-owned firms certified with the NYS Division of Minority and Women Business Development. Not-for-profit agencies are not eligible for this certification. For additional information and a listing of currently certified M/WBEs, see the NYS MWBE Directory.

The M/WBE participation goal for this grant is 30% of each applicant's total discretionary non-personal service budget each year of the grant. Discretionary non-personal service budget is defined as total annual budget, excluding the sum of funds budgeted for:

1. direct personal services (i.e., professional and support staff salaries) and fringe benefits; and
2. rent, lease, utilities and indirect costs, if these items are allowable expenditures.

For the purposes of this RFP, these exclusions apply to the expenses of the lead applicant as well as any other members of the partnership. For example, the salaries of project staff employed by the IHE and business partners should be excluded from the total budget, along with the salaries of project staff employed by the lead applicant, when calculating the discretionary non-personal service budget. (Please note that the indirect costs of partner organizations are not allowable expenses under this grant program.)

The M/WBE Goal Calculation Worksheet is provided for use in calculating the dollar amount of the M/WBE goal for this grant application.

All requested information and documentation should be provided at the time of submission. If this cannot be done, the applicant will have thirty days from the date of notice of award to submit the necessary documents and respond satisfactorily to any follow-up questions from the Department. Failure to do so may result in loss of funding.

METHODS TO COMPLY

An applicant can comply with NYSED's M/WBE policy by one of three methods:

1. Full Participation - This is the preferred method of compliance. Full participation is achieved when an applicant meets or exceeds the participation goals for this grant.

COMPLETE FORMS:

M/WBE Goal Calculation Worksheet

M/WBE Cover Letter

M/WBE 100 Utilization Plan

M/WBE 102 Notice of Intent to Participate

2. Partial Participation - Partial Request for Waiver - This is acceptable only if good faith efforts to achieve full participation are made and documented, but full participation is not possible.

COMPLETE FORMS:

M/WBE Goal Calculation Worksheet

M/WBE Cover Letter

M/WBE 100 Utilization Plan

M/WBE 101 Request for Waiver

M/WBE 102 Notice of Intent to Participate

M/WBE 105 Contractor's Good Faith Efforts

3. No Participation - Request for Complete Waiver - This is acceptable only if good faith efforts to achieve full or partial participation are made and documented, but do not result in any participation by M/WBE firm(s).

COMPLETE FORMS:

M/WBE Goal Calculation Worksheet

M/WBE Cover Letter

M/WBE 101 Request for Waiver

M/WBE 105 Contractor's Good Faith Efforts

GOOD FAITH EFFORTS

Applicants must make a good faith effort to solicit NYS certified M/WBE firms as subcontractors and/or suppliers to achieve the goals for this grant. Solicitations may include, but are not limited to: advertisements in minority and women-centered publications; solicitation of vendors found in the NYS Directory of Certified Minority and Women-Owned Business Enterprises; and the solicitation of minority and women-oriented trade and labor organizations.

Good faith efforts include actions such as setting up meetings or announcements to make M/WBEs aware of supplier and subcontracting opportunities, identifying logical areas of the grant project that could be subcontracted to M/WBE firms, and utilizing all current lists of M/WBEs who are available for and may be interested in subcontracting or supplying goods for the project.

Applicants should document their efforts to comply with the stated M/WBE goals and submit this with their applications as evidence. Examples of acceptable documentation can be found in form M/WBE 105, Contractor's Good Faith

Efforts. NYSED reserves the right to reject any application for failure to document "good faith efforts."

REQUEST FOR WAIVER

When full participation cannot be achieved, applicants must submit a Request for Waiver (M/WBE 101). Requests for Waivers must be accompanied by documentation explaining the good faith efforts made and reasons they were unsuccessful in obtaining M/WBE participation.

NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable applicants to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total budget.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) should be reported to the NYSED M/WBE Program Unit using the M/WBE 103 Quarterly M/WBE Compliance Report. This report should be submitted on a quarterly basis.

NYSED's M/WBE Coordinator is available to assist applicants in meeting the M/WBE goals. The Coordinator can be reached at MWBE@mail.nysed.gov.

Equal Employment Opportunity Reporting (EEO) Pursuant to Article 15-A of the New York State Executive Law

Applicants must complete and submit form EEO 100: Staffing Plan.

Accountability

In order to ensure the successful implementation of the NYS P-TECH program, the annual progress of each winning partnership will be measured against key performance benchmarks. NYSED has designed appropriate accountability procedures which will allow school report cards to recognize the innovative six-year structure of NYS P-TECH. In order to do so, winning partnerships must agree to report relevant data to NYSED. The NYS P-TECH grantee must collect data on each student who is enrolled in the NYS P-TECH program for the full six years of the program. The fiscal agent/applicant for the partnership is responsible for coordinating the submission of all data collected and shall, if directed, submit the data electronically to NYSED. The grantee is responsible for securing relevant student and program data within their awarded region and recording them into its data system.

By October 31, 2018 and by October 31st of each subsequent year of the grant, NYSED, in consultation with each grantee, will collect the following student data elements:

1. **Descriptive Data**
    - NYSIS ID Number
    - First and Last Name
    - Gender
    - Class level for the year the data is collected
    - Home County
    - Home Secondary School District
    - Date of entry into program
2. **Ethnicity Designation**
    - Hispanic or Latino
    - American Indian/Alaskan Native (AI/AN)
    - Asian (A)
    - Black/African American (B/AA)
    - Native Hawaiian/Other Pacific Islander (H/OP)
    - White (W)
    - Unknown (Unk)
3. **Special Population Status**
    - Attendance Issues and/or truancy
    - Economically Disadvantaged
    - English Language Learner (ELL)
    - Familial Lack of Academic Achievement
    - Individuals with disabilities
    - Unsatisfactory Academic Achievement
    - Other

By July 30th of each program period, NYS P-TECH projects will be required to submit the following data to the NYSED NYS P-TECH Program Office:

<u>Minimum Performance Reporting Requirements</u> (but not limited to)

Year 1 (Planning Period): Upon the completion of the Planning Period of the grant, the following elements will be measured and reported:

- Creation of an up-to-date skills map by the business/employer partner for the industry/sector that identifies essential job requirements;
- The Steering Committee will demonstrate success in planning and developing a course of study for the program;
- Recruitment and selection of staff (as needed);
- Design of a Six-Year Integrated Scope and Sequence for each career pathway leading to the industry skills-map and an existing AAS degree;
- Development of instructional modules for the first year of instruction;
- Identification, targeting, and enrollment of academically and economically at-risk students for the first cohort;
- Identification of individuals who will provide mentoring for students; and
- Professional development for participating high school and higher education faculty has been conducted, and preparation of non-classroom program staff to offer adequate support to students has been completed.

Year 2: Upon the completion of the second year of the program, which represents the first academic implementation year, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;
- Evidence that a cohort of students which is committed to a six-year plan as outlined in application was recruited and has undergone its first year of study;
- Evidence that students have made adequate progress toward the completion of the planned curriculum for the program and the requirements for a NYS Regents diploma in their first year of the program;
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships.

Year 3: Upon the completion of the third year of the program, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;

- Programs will demonstrate adequate levels of retention of students who entered in Year 1 (Cohort 1);
- Programs will demonstrate that a new cohort of students has enrolled in their first year of the program (Cohort 2);
- Students in both cohorts will demonstrate adequate progress toward completion of the curriculum, including attainment of college credit pursuant to the Student Performance Timeline; and
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships.

Year 4: Upon the completion of the fourth year of the program, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;
- Programs will demonstrate adequate levels of retention of students who entered in Cohorts 1 and 2;
- Programs will demonstrate that a new cohort of students (Cohort 3) has enrolled in their first year of the program;
- Students in all three cohorts will demonstrate adequate progress toward completion of the curriculum, including attainment of college credit pursuant to the Student Performance Timeline; and
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships.

Year 5: Upon the completion of the fifth year of the program, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;
- Programs will demonstrate adequate levels of retention of students who entered in Cohorts 1 through 3;
- Programs will demonstrate that a new cohort of students has enrolled in their first year of the program (Cohort 4);

- Students in all four cohorts will demonstrate adequate progress toward completion of the curriculum, including attainment of college credit and degrees pursuant to the Student Performance Timeline;
- Data on students who have met the requirements for the completion of a Regents diploma in their fourth year;
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships; and
- Hiring of students who successfully complete the program by the business/employer partner.

Year 6: Upon the completion of the sixth year of the program, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;
- Programs will demonstrate adequate levels of retention of students who entered in Cohorts 1 through 4;
- Programs will demonstrate that a new cohort of students has enrolled in their first year of the program (Cohort 5);
- Students in all five cohorts will demonstrate adequate progress toward completion of the curriculum, including attainment of college credit and degrees pursuant to the Student Performance Timeline;
- Data on students who have met the requirements for the completion of a Regents diploma;
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships; and
- Hiring of students who successfully complete the program by the business/employer partner.

Year 7: Upon the completion of the seventh and final year of the grant program, the following elements will be measured and reported:

- Number of students enrolled;
- Percent of enrolled students who are at-risk or otherwise under-served;
- Academic achievement levels and progress of enrolled students;

- Programs will demonstrate adequate levels of retention of students who entered in Cohorts 1 through 5;
- Programs will demonstrate that a new cohort of students has enrolled in their first year of the program (Cohort 6);
- Data on students who have met the requirements for the completion of a Regents diploma;
- Students in all six cohorts will demonstrate adequate progress toward completion of the curriculum, including attainment of college credit and degrees pursuant to the Student Performance Timeline;
- Student participation in mentorships, workplace visits, speakers, internships and apprenticeships; and
- Hiring of students who successfully complete the program by the business/employer partner.

Proposal Evaluation Rubric
2018-2024 NYS P-TECH

Applicant:			
Reviewer Initials	Review Completed:	Funding Requested:	Score:

All applicants must receive a minimum score of 65 points (not including Bonus Points) to be considered for funding. Any awarded bonus points will be added to the final score for purposes of ranking proposals.

Rating Guidelines:

Very Good - Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed ideas.

Good - General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.

Fair - Unclear and non-specific. Limited information is provided about approach and strategies. Lacks focus and detail.

Poor - Does not meet the criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.

Not Found - Does not address the criteria or simply re-states the criteria.

Projects with a focus on Computer Science pathways (5 Bonus Points)	Yes	No
The project proposes at least one career pathway that results in an AAS degree in Computer Science or related degrees.		

1. Target Population (15 Points) The applicant describes a plan for recruiting and retaining at-risk students to the program. This population includes students who: • Have been identified as academically and/or economically at-risk for not successfully completing high school and/or not enrolling in or succeeding in college; and/or • Belong to populations that have historically not had access to or success in higher education, such as students with disabilities or English Language Learners; and/or • Are in attendance in a school district with Focus status and/or Priority or Focus School(s), including those schools defined in Education Law 211-f and identified as Struggling Schools and Persistently Struggling Schools.	Very Good	Good	Fair	Poor	NF
a. The narrative describes the approach used to identify and recruit students to participate in the project	5.00	3.75	2.5	1.25	0
b. The narrative describes in detail the project's efforts to recruit a high percentage of students who are in attendance in a school district with Focus status and/or Priority or Focus School(s), including those schools defined in Education Law 211-f and identified as Struggling Schools and Persistently Struggling Schools.	5.00	3.75	2.5	1.25	0
c. The narrative describes how the project is expected to successfully serve the targeted population.	5.00	3.75	2.5	1.25	0

Score ( ) out of 15

Comments:

2. Program Design (30 Points) The applicant describes the goals of the project including the following factors:	Very Good	Good	Fair	Poor	NF
a. The narrative includes a well-designed educational approach to implement the NYS P-TECH six-year college and career program with consistent services to participating students: rigorous coursework; early introduction of college courses and experiences; career infusion in the academic courses; and multiple pathways for students with varying levels of academic preparation. If applicable, the narrative describes how P-TECH grant funds will work with other federal and State grant funds to meet the applicant's individual turnaround strategy.	10.00	7.50	5.00	2.50	0
b. The program narrative demonstrates that students will have the preparation and necessary coursework to enable enrolled students to earn an AAS degree and be prepared for the high-skills workforce by the end of the program.	7.00	5.00	3.00	1.50	0
c. The program delineates multiple pathways, including support services and appropriate instruction, for students with diverse levels of academic achievement in 8th grade to participate and complete the program, including at-risk students and non-traditional college-goers.	5.00	3.00	2.50	1.00	0
d. The program identifies and leverages the unique assets of each partner (K-12, higher education, business/employer) and offers innovative approaches to address the specific industry and community focus while maintaining fidelity to the design principles.	5.00	3.00	2.50	1.00	0
e. The narrative discusses how extended learning time (a target of 90 hours of additional instruction) is provided and describes at least an additional five days of professional development over the seven-year grant term.	3.00	2.25	1.50	.75	0

Score ( ) out of 30

Comments:

3. Higher Education and Business/Employer Partnerships (20 Points) The applicant provides a comprehensive description of the college and work-based learning project activities, including the following:	Very Good	Good	Fair	Poor	NF
a. Narrative contains a description of higher education coursework, support services, and degree attainment pathway aligned with the curriculum goals and regional employment needs identified and highlights the in-kind contributions and collaboration from the higher education partner(s).	10.00	7.50	5.00	2.50	0
b. Narrative contains a description of work-based learning project activities which are aligned with the curriculum goals and regional employment needs identified and highlights the in-kind contributions and collaborations from the business/employer partner(s).	10.00	7.50	5.00	2.50	0

Score ( ) out of 20

Comments:

4. Project Management and Staffing Including Evaluation (5 points)	Very Good	Good	Fair	Poor	NF
a. The narrative describes the program's planned staffing, considering both the responsibility for program leadership and accountability reporting. The description includes the qualifications of key professional staff, including their education, training and experience, and demonstrates a plan to identify school leaders who have demonstrated the ability to drive exceptional student outcomes; are dedicated to working with at-risk and underserved students and their families; can provide the leadership skills essential for program success; and can integrate high school, college, and work-based learning experiences. In cases where a new school leader is hired, the applicant indicates it will work with the higher education and business/employer partners to select the school leader.	3.00	2.25	1.5	.75	0
b. The applicant describes how the responsibility for performance reporting will be allocated among the partners.	2.00	1.50	1.00	.50	0

Score ( ) out of 5

Comments:

5. Governance (5 points)	Very Good	Good	Fair	Poor	NF
The narrative describes a clear and strong governance structure that includes identification of the lead implementation partner; a Steering Committee comprised of members from the K-12, higher education, and business/employer partners, as well as any additional stakeholders; and provides a description of the partnerships plan for program leadership, overall leadership capacity, and long-term commitment to the collaborative operation of the program.	5.00	3.75	2.5	1.25	0

Score ( ) out of 5

Comments:

6. Budget (25 points) This section describes expenditures that are appropriate, reasonable, and necessary to support the project activities and goals. The expenditures and activities are supplemental to and do not supplant or duplicate services currently provided. Program budgets will be evaluated based on the number of students to be served, the quality of the program design, and efficient use of funds and other resources.	Very Good	Good	Fair	Poor	NF
a. The FS-10 Budget Form, the Budget Narrative, the Multi-Year Budget Summary, and the Resource and Expenditure Plan demonstrate sustainability and describe how the proposed expenditures will be used to support the project activities and contribute to the program goals.	9.00	7.00	4.00	2.00	0
b. The FS-10 Budget Form, the Budget Narrative, the Multi-Year Budget Summary, and the Resource and Expenditure Plan reflect an understanding of the actual costs of operation of the program when fully implemented.	7.00	5.00	3.00	2.00	0
c. The FS-10 Budget Form, the Budget Narrative, the Multi-Year Budget Summary, and the Resource and Expenditure Plan describe how costs are reasonable and necessary to support the project activities and goals.	5.00	3.75	2.25	1.00	0
d. The FS-10 Budget Form, the Budget Narrative, the Multi-Year Budget Summary, and the Resource and Expenditure Plan describe how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided.	4.00	2.25	1.50	.75	0

Score ( ) out of 25

Comments:

Scoring by Section	Reviewer's Score	Possible Points
1. Target Population		**15**
2. Program Design		**30**
3. Higher Education & Business/Employer Partnerships		**20**
4. Project Management & Staffing		**5**
5. Governance		**5**
6. Budget		**25**
SUBTOTAL		**100**
BONUS for Computer Science or related pathways		**5**
TOTAL SCORE		

Application Submission Instructions

Only applications from eligible applicants that are received by the deadline will be reviewed.

Submit 1 original and 3 copies, postmarked by November 15, 2017, to the address below. Also submit an electronic version containing all application and M/WBE documents in Microsoft Word format. They should be submitted to NYSPTECH@nysed.gov.

New York State Education Department
Attn: NYS P-TECH GRANT
Office of Postsecondary Access, Support, and Success
89 Washington Avenue
971 EBA
Albany, New York 12234

Method of Award

P-TECH Evaluation Panel

Each eligible proposal will be reviewed using team scoring by the NYS P-TECH Evaluation Panel.

Team Scoring

Team scoring is a methodology of scoring that can be used in evaluating Technical Proposals during procurement, whereby all members of an Evaluation Panel first review the proposals individually. All panelists then meet to discuss the strengths and weaknesses found from their independent reviews in each of the proposals. Through this discussion, panelists have the opportunity to share relevant information, perspective and assessment of the applicant's proposal. After group discussion, panelists are allowed to adjust their score before an applicant's final score is tallied. The final score will reflect the average of three panelists' scores.

Budgets will be adjusted to eliminate any non-allowable, excessive or inappropriate expenditure. Further adjustments may be made to include negotiated reductions in specified program costs.

All proposals must have a minimum final average score of 65 (without Bonus Points) or more to be considered for funding.

Awards will be made as follows:

- Up to a total of seven (7) awards will be made to eligible partnerships.
- Awards will be made to the highest scoring partnerships that meet the minimum scoring threshold until a maximum of seven (7) awards have been made or until there are no fundable applications remaining.

In the event of tie scores, proposals with the highest score on the Program Design section of Proposal Narrative will be ranked higher. If this still results in a tie score, proposals with the highest score on Higher Education and Business /Employer Partnerships section of the Proposal Narrative will be ranked higher.

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.

Entities' Responsibility

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. The local board of education, or other appropriate governing body, is responsible for the proper

disbursement of, and accounting for project funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations and inventory control must be followed. Supporting or source documents are required for all grant related transactions entered into the local agency's recordkeeping systems. 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.

Supporting documentation for grants and grant contracts must be kept for at least six years after the last payment was made unless otherwise specified by program requirements. Additionally, audit or litigation will "freeze the clock" for records retention purposes until the issue is resolved. All records and documentation must be available for inspection by State Education Department officials or its representatives.

For additional information about grants, please refer to the Fiscal Guidelines for Federal and State Aided Grants.

Reporting

Grantees must submit an annual performance report at the end of each grant period but no later than 30 days after the end of the project year in a form and manner specified by NYSED. The performance report should demonstrate that substantial progress has been made toward meeting the project goals and the program performance indicators. Additional information about the annual performance report will be made available to grantees by NYSED after grant awards are made. By October 31st of each project year, NYSED, in consultation with each grantee, will collect student data elements to identify participating students. Grantees that do not provide adequate reporting, either performance of student data elements, may be discontinued.

Debriefing Procedures

All unsuccessful applicants may request a debriefing within five (5) business days of receiving notice from NYSED. Bidders may request a debriefing letter on the selection process regarding this RFP by submitting a written request to the Fiscal Contact person at:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W EB
Albany, NY 12234

The Fiscal Contact person will make arrangements with program staff to provide a written summary of the proposal's strengths and weaknesses, as well as recommendations for improvement. Within ten (10) business days, the program staff will issue a written debriefing letter to the bidder.

Contract Award Protest Procedures

Applicants who receive a notice of non-award may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.

2. The protest must be filed within ten (10) business days of receipt of a debriefing letter. The protest letter must be filed with:

   NYS Education Department
   Contracts Administration Unit
   Attn: GC #18-015
   89 Washington Avenue
   Room 501 W EB
   Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered

include: legal authority to do business in New York State; integrity; capacity- both organizational and financial; and previous performance. Before an award of $100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a Vendor Responsibility Questionnaire. School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. For a complete list, see OSC's website.

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions or go directly to the VendRep System online.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed $100,000 over the life of the contract.

2018-2024 NYS P-TECH

Application Cover Page
Agency Code

Name Applicant Agency:	Name and Title of Contact Person:
List K-12 School District(s) involved in the partnership:	
Address: City: Zip Code:	Telephone:
County:	Fax:
Region:	E-Mail:

I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, Appendix A-1G and that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Original Signature of Chief Administrative Officer	Typed Name of Chief Administrative Officer:
Date:	

Attachment 1
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 of Fiscal Agent School District	☐	☐
Application Checklist (Attachment 1)	☐	☐
Proposal Narrative	☐	☐
Projected Enrollment Plan (Attachment 2)	☐	☐
FS-10 Budget Form with original signature	☐	☐
Multi-Year Budget Summary (Attachment 3)	☐	☐
Overall Resource and Expenditure Plan (Attachment 4)	☐	☐
Budget Narrative	☐	☐
Signed MOU between all Partners (Attachment 5)	☐	☐

M/WBE Documents Package (original signatures required)

☐ Full Participation ☐ Request Partial Waiver ☐ Request Total Waiver

Type of Form	Full Participation	Request Partial Waiver	Request Total Waiver
Calculation of M/WBE Goal Amount	☐	☐	☐
M/WBE Cover Letter	☐	☐	☐
M/WBE 100 Utilization Plan	☐	☐	N/A
M/WBE 102 Notice of Intent to Participate	☐	☐	N/A

M/WBE 105 Contractor's Good Faith Efforts	N/A	☐	☐
M/WBE 101 Request for Waiver Form and Instructions	N/A	☐	☐
EEO 100 Staffing Plan and Instructions	☐	☐	☐

SED Comments:

Has the applicant complied with the application instructions? ☐ Yes ☐ No

SED Reviewer: _____ Date: _____

Page Limits

The Proposal Narrative and Budget Narrative are to be submitted on single-spaced 8.5" x 11" pages with one-inch margins. Charts/tables are not required to adhere to this standard. Use a Times Roman or Arial font in a 12-point size. If the Proposal Narrative and Budget Narrative exceed the page limit, the excess pages will not be read by the reviewers. Attachments required by this RFP will not be included in the page limit, but any excess attachments or addenda will not be considered during the review process.

Proposal Narrative: no more than 10 pages
Budget Narrative: no more than 3 pages
Attachment 1: Program Checklist
Attachment 2: Proposed Enrollment Plan
Attachment 3: Multi-Year Budget Summary
Attachment 4: Resource and Expenditure Plan
Attachment 5: MOU between all Partners

Proposal Narrative (75 points)

Provide a comprehensive description of the proposed project. Be clear, precise and adhere to the following required format. The narrative will be reviewed in accordance with the following points and according to the Proposal Evaluation Rubric.

Abstract (0 points): The abstract should provide a brief summary of the planned program. It must provide the names of the K-12, higher education, and business/employer partners, and indicate the lead implementation partner. The abstract must indicate the partners that have signed the MOU included with the proposal, outlining responsibilities. In addition, the abstract must identify the specific industry focus and the AAS degree program(s) relevant to that career pathway (indicating career examples). The abstract should also include the three partners' relevant experience in career and technical education.

1. **Target Population (15 points):** The narrative should describe an effective plan to recruit and serve students who:

    - Have been identified as academically and/or economically at-risk for not successfully completing high school and/or not enrolling in or succeeding in college; and/or
    - Belong to populations that have historically not had access to or success in higher education, such as students with disabilities or English Language Learners; and/or
    - Are in attendance in a school district with Focus status and/or Priority or Focus School(s), including those schools defined in Education Law 211-f

and identified as Struggling Schools and Persistently Struggling Schools, as most recently determined by NYSED

2. **Program Design (30 points):** The program narrative will describe a well-designed educational approach to implement the NYS P-TECH six-year college and career program with consistent services to participating students: rigorous coursework; early introduction of college courses and experiences; career infusion in the academic courses; and multiple pathways for students with varying levels of academic preparation. If applicable, the narrative will describe how P-TECH grant funds will work with other federal and State grant funds to meet the applicant's individual turnaround strategy. In addition, the program narrative will demonstrate that students will have the preparation and necessary coursework to enable enrolled students to earn an AAS degree and be prepared for the high-skills workforce by the end of the program. (Please note: For degree programs with more than 64 credits, applicants must explain how they can be completed in four academic semesters of normal registration.) The narrative should also discuss how the program delineates multiple pathways, including support services and appropriate instruction, for students with diverse levels of academic achievement in 8th grade to participate and complete the program, including at-risk students and non-traditional college-goers. Additionally, the narrative should outline how the program will identify and leverage the unique assets of each partner (K-12, higher education, business/employer) and offer innovative approaches to address the specific industry and community focus while maintaining fidelity to the design principles. Finally, the narrative should discuss how extended learning time (a target of 90 hours of additional instruction) is provided and describe at least an additional five days of professional development for faculty and staff over the seven-year grant period. (School district partners may also wish to apply for extended day programming grants to support the extended day portion of the program.) Please complete the Proposed Enrollment Plan (Attachment 2), which will be reviewed with this section of the proposal narrative.

3. **Higher Education and Business Partnerships (20 points):** The narrative will describe the higher education coursework, support services, and degree attainment pathway aligned with the curriculum goals and regional employment needs identified and also highlights the in-kind contributions and collaboration from the higher education partner. Additionally, the narrative will describe the work-based learning activities which are aligned with the curriculum goals and regional employment needs identified and also highlights the in-kind contributions and collaborations from the business/employer partner.

4. **Program Management and Staffing Plan including Evaluation (5 points):** Describe the program's planned staffing, considering both the responsibility for program leadership and accountability reporting. The

description should include the qualifications of key professional staff, including their education, training, and experience, and demonstrates a plan to identify school leaders who have demonstrated the ability to drive exceptional student outcomes; are dedicated to working with at-risk and underserved students and their families; can provide the leadership skills essential for program success; and can integrate high school, college, and work-based learning experiences. In cases where a new school leader is hired, the applicant should indicate that they will work with the higher education and business/employer partners to select the school leader. Please also describe how the responsibility for performance reporting will be allocated among partners.

5. **Governance (5 points):** Describe a clear and strong governance structure that includes identification of the lead implementation partner; a Steering Committee comprised of members from the K-12, higher education, and business/employer partners, as well as any additional stakeholders; and provide a description of the partnerships plan for program leadership, overall leadership capacity, and long-term commitment to the collaborative operation of the program.

Memorandum of Understanding: A Memorandum of Understanding (MOU) signed by all partners **must** be included in the application package (Attachment 5).

Attachment 2

Proposed Enrollment Plan for Proposed NYS P-TECH Program

Please complete table below. This will be reviewed as part of Program Design component**.**

Students Served at Grade Level	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9th Grade						
10th Grade						
11th Grade						
12th Grade						
13th Grade						
14th Grade						
Total Enrollment						

Budget Form (FS-10), Budget Narrative, Multi-Year Budget Summary, and Program Resource and Expenditure Plan (25 Points)

To illustrate plans for the use of grant funds, applicants must submit the FS-10 Budget Form to describe the use of grant funds, itemized for the Planning Period (January 1, 2018 through June 30, 2018) in the Budget Narrative. The Multi-Year Budget Summary (Attachment 3) will project the use of awarded funds over the seven-year period of the grant. **Applicants should take into account that, as high school students, NYS P-TECH students will NOT be eligible for TAP or Pell funding.**

In addition, to illustrate overall plans for resource use and expenditures in the NYS P-TECH program, applicants must submit the Resource and Expenditure Plan Worksheets (Attachment 4).

The FS-10 Budget Form and Multi-Year Budget Summary should provide a projection of how the requested funds will be used. The Budget Narrative should explain why the proposed expenditures are appropriate, reasonable, and necessary to support the project activities and goals. It should include a description of how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided. The narrative should clearly identify any subcontracting, ensuring that subcontracting is limited to twenty percent (20%) of the total annual budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel; it does not include service contracts between members of the partnership. This limit applies to subcontracting carried out by the lead applicant and members of the partnership. It is the responsibility of the lead applicant/fiscal agent to ensure that the aggregate total subcontracting carried out by the lead applicant/fiscal agent and the partners does not exceed the 20% subcontracting limit.

The Resource and Expenditure Plan Worksheets (Attachment 4) should reflect the total resources available and the total planned expenditures for the program. The Resource and Expenditure Plan Worksheet should describe any planned contributions to the program by the partnership members, if applicable.

These documents will be reviewed to ensure that they reflect sustainable and realistic planning for the program's expansion and the costs of supporting students as they engage in the higher education components of the program. Reviewers will also consider the likelihood of long-term sustainability of the program in their review.

Budgeted items must be reasonable in cost and necessary for the project in order to receive the maximum points. Any non-allowable, excessive, or inappropriate items in the budget will be eliminated. Grantees will not be allowed to substitute new items for those that have been

eliminated. Further adjustments may be made to include negotiated reductions in specified program costs.

Budgeted costs must be in compliance with applicable state laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 Budget Form, are available online on the Grants Finance website. The FS-10 Budget Form must bear the original signature of the Chief School Administrative Officer/Superintendent.

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.

Note: Specific service agreements (in writing) between partnering organizations in the program (listed in Code 40: Purchased Services) must identify the specific products and or services to be provided with a timeline. These products and services must be listed in the budget justification. Actual signed contracts must be made available upon request by the NYSED.

The FS-10 Budget Form and Budget Narrative should reflect a detailed, itemized, budget for the initial Planning Period only (January 1, 2018 – June 30, 2018). Later program years will be reflected through projections by category in the Multi-Year Budget Summary (Attachment 3), and grantees will update their itemized budgets each year of the program by submitting a FS-10 Budget Form and Budget Narrative before the beginning of each program year.

Attachment 3

Multi-Year Budget Summary for the Use of GRANT FUNDS ONLY

Project Period: 1/1/18-6/30/24

FS-10 BUDGET CODE	PROGRAM COSTS PLANNING PERIOD 1/1/18-6/30/18	PROGRAM COSTS YEAR 2 7/1/18-6/30/19	PROGRAM COSTS YEAR 3 7/1/19-6/30/20	PROGRAM COSTS YEAR 4 7/1/20-6/30/21	PROGRAM COSTS YEAR 5 7/1/21-6/30/22	PROGRAM COSTS YEAR 6 7/1/22-6/30/23	PROGRAM COSTS YEAR 7 7/1/23-6/30/24	TOTAL
Professional Salaries -15								
Support Staff Salaries – 16								
Purchased Services – 40								
Supplies and Materials – 45								
Travel Expenses -46								
Employee Benefits – 80								
Indirect Cost – 90								

FS-10 BUDGET CODE	PROGRAM COSTS PLANNING PERIOD 1/1/18-6/30/18	PROGRAM COSTS YEAR 2 7/1/18-6/30/19	PROGRAM COSTS YEAR 3 7/1/19-6/30/20	PROGRAM COSTS YEAR 4 7/1/20-6/30/21	PROGRAM COSTS YEAR 5 7/1/21-6/30/22	PROGRAM COSTS YEAR 6 7/1/22-6/30/23	PROGRAM COSTS YEAR 7 7/1/23-6/30/24	TOTAL
BOCES Services – 49								
Minor Remodeling 30								
Equipment - 20								
GRAND TOTAL								

This form should reflect all funds requested for your proposal summarized for each year of the project period.

Attachment 4

NYS P-TECH Overall Resource and Expenditure Plan Worksheets

The two worksheets below are intended to provide reviewers with an overview of the overall level of resources and expenditures planned for the partnership's NYS P-TECH program, including resources that may be provided by members as supplements to the grant award.

Overall Resource Plan: NYSED has no expectation that every partner will contribute in the same manner, or even do so in the same manner in each year. The goal of this worksheet is to provide a general idea of the level of resources available in each year of the planned program. In-kind contributions may simply be listed. It is not necessary to estimate a dollar value for these resources.

Overall Resource Plan for the Proposed NYS P-TECH Program								
Total Funds Revenue /In Kind Support (by Source)	Planning Period (Jan. 2018 – June 2018)	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Total
P-TECH Grant Funds (use totals from Multi-Year Budget Summary)								
School District Partner(s) Total								
Other district grant funds								
District financial support								
District in-kind Support (Please specify)								
Higher Education Partner(s) Total								
Higher Education financial support								
Higher Education – other grant funds								

Overall Resource Plan for the Proposed NYS P-TECH Program								
Total Funds Revenue /In Kind Support (by Source)	Planning Period (Jan. 2018 – June 2018)	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Total
Higher Education In-Kind Support (Please specify)								
Business/Employer(s) Total								
Business/Employer financial support								
Business/Employer In-Kind Support (Please specify)								
Other Partner(s)								
Other Financial support								
Other in-kind support (Please specify)								
Financial Support (Total, All Sources)								
In-Kind Support (Total, All Partners)								
Total Resources								

Expenditure Plan: The worksheet below is intended to provide an overview of planned expenditures in the proposed program. These expenditures may exceed the total value of the grant funds, based on total resources available to the applicant. Again, as noted above, not every partner or category may have spending in a particular category in each, or any, year.

Estimates of Annual Expenditures/Uses of Support								
Expenditures/ Activity Costs	Planning Period (Jan. 2018 – June 2018)	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Total
Professional Salaries								
School District Partner(s)								
Higher Education Partner(s)								
Business/Employer(s)								
Other Partner(s) (Please specify)								
Support Staff Salaries								
School District Partner(s)								
Higher Education Partner(s)								
Business/Employer(s)								
Other Partner(s) (Please specify)								
Purchased Services								
School District Partner(s)								
Higher Education Partner(s)								
Business/Employer(s)								
Other Partner(s) (Please specify)								
Supplies and Materials								
School District Partner(s)								

Estimates of Annual Expenditures/Uses of Support								
Expenditures/ Activity Costs	Planning Period (Jan. 2018 – June 2018)	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Total
Higher Education Partner(s)								
Business/Employer(s)								
Other Partner(s) (Please specify)								
Travel Expenses								
School District Partner(s)								
Higher Education Partner(s)								
Business/Employer(s)								
Other Partner(s) (Please specify)								
Employee Benefits								
School District Partner(s)								
Higher Education Partner(s)								
Business/Employer(s)								
Other Partner(s) (Please specify)								
Indirect Costs (Only lead applicant can use P-TECH grant funds for indirect costs)								
School District Lead								
Higher Education Partner(s)								
Business/Employer(s)								
Other Partner(s) (Please specify)								

Estimates of Annual Expenditures/Uses of Support								
Expenditures/ Activity Costs	Planning Period (Jan. 2018 – June 2018)	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Total
BOCES Services								
School District Partner(s)								
Higher Education Partner(s)								
Business/Employer(s)								
Other Partner(s) (Please specify)								
Minor Remodeling								
School District Partner(s)								
Higher Education Partner(s)								
Business/Employer(s)								
Other Partner(s) (Please specify)								
Equipment								
School District Partner(s)								
Higher Education Partner(s)								
Business/Employer(s)								
Other Partner(s) (Please specify)								
GRAND TOTAL								

Attachment 5

Memorandum of Understanding (MOU)

A Memorandum of Understanding (MOU) that has been signed by all members of the partnership must be included. Applications that do not include a MOU signed by all partners will not be reviewed for consideration.

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of the (*Insert Lead Applicant Name*), (*Insert Higher Education Partner Name) and (Insert Business/Employer Partner Name)*.

Per the NYSED Consortium Policy for State and Federal Discretionary Grant Program, (*Insert Lead Applicant Name*) will not act solely as a flow-through for grant funds to pass to other recipients and will be responsible for the performance of any services provided by the partner/consortium members, any partners, consultants, or other organizations, and coordinate participation. The (*Insert Lead Applicant Name*) agrees to facilitate communication with and between (*Insert Higher Education Partner(s) and Business/Employer Partner(s) Names*) in order to ensure that the partner/all consortium members fully know all aspects/activities that will be conducted through this grant program.

All Partners should review their respective roles and responsibilities outlined below and sign the MOU to indicate their commitment to fulfilling all of these and any additional responsibilities they may indicate.

Responsibilities of Partners

K-12 Education: Essential responsibilities of K-12 partners include:

- Committing to fully implement the NYS P-TECH model, serving all students in the same common location beginning in 9th grade to assure that all students have a consistent, innovative program and college and career culture and all faculty have the opportunity to collaborate and focus on NYS P-TECH instructional and support services;
- Forming a strong partnership, documented in a formal agreement, with the higher education and business/employer partners and any other community partners;
- Recruiting academically and/or economically at-risk and other under-represented students for enrollment;
- Identifying potential school leaders who have demonstrated the ability to drive exceptional student outcomes; are dedicated to working with under-served students and their families; can provide the leadership skills essential for program success; and can integrate high school, college, and work-based learning experiences, and in cases where a new school leader is hired, working with the higher education and business/employer partners to select the school leader;

- Working with higher education and business/employer partners to develop a seamless scope and sequence of courses that enable all students to earn an AAS degree within six years (at their own pace) and that includes workplace learning;
- Establishing a college-going culture for all students that begins on the first day of 9th grade and continues throughout all 6 years of the program, engaging students in instruction on key "college knowledge", academic and personal behaviors such as time management; collaboration; problem-solving; leadership; study skills; communication; and tenacity. Credit-bearing college course work and tutoring should be introduced no later than the 10th grade.
- Introducing the career and industry focus for all students beginning on the first day of 9th grade and continuing throughout the six years of the program by infusing workplace skills and industry content into academic courses and offering time in the school schedule and calendar for the full range of workplace learning, e.g. mentoring, workplace visits, job shadowing, internships, etc;
- Offering multiple pathways for students with varying levels of academic achievement in 8th grade to participate and complete the full six-year program successfully;
- Preparing students for college-level coursework, so remedial coursework at the post-secondary level is not necessary;
- Providing relevant and ongoing professional development for the principal/school leader and all participating teachers, including support and frequent exchanges during the school year; and
- Maximizing available funding streams (in addition to the State appropriation), such as federal School Improvement Grants and Perkins program funding, to support the needs of participating students. (Please note: Students participating in the NYS P-TECH Program will **NOT** be eligible for TAP or Pell.)

Higher Education: Essential responsibilities of higher education partners include:

- Forming a strong partnership, documented in a formal agreement, with the K-12 and business/employer partners and any other community partners;
- Identifying appropriate college courses to include in the program's scope and sequence, ensuring that students can earn an AAS degree (or the two-year degree that is the industry standard for the targeted jobs) within six years of beginning the NYS P-TECH program;
- Identifying appropriate coursework and experiences to introduce students to college course work beginning no later than the 10th grade;
- Working with the high school to determine which courses will be taught by college faculty, which by high school teachers with adjunct status, and which by a combination of the two (and ensuring the appropriate college-level rigor of courses taught by adjunct faculty);
- Collaborating with high school faculty to ensure that course content will prepare students for college work;
- Collaborating with high school faculty to develop innovative approaches for early diagnosis and interventions for students who require additional academic assistance (Please note: Funds for this program cannot be spent on college remedial coursework; therefore, all high school coursework should prepare students to seamlessly enter college level courses.);
- Collaborating with business/employer partner(s) to align college coursework with relevant technical skills and workplace competencies, as defined by industry;

- Maintaining student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students;
- Committing to maximize available funding streams (in addition to the State appropriation) and waive or reduce tuition costs per credit to no more than existing “college in the high school” rates (Please note: Students participating in the NYS P-TECH Program will NOT be eligible for TAP or Pell); and
- Providing dedicated staff to work on the initiative, including a College Liaison who has the authority to coordinate with the school on the college/university partner’s behalf.

Business/Employer: Essential responsibilities of business/employer partners include:

- Forming a strong partnership, documented in a formal agreement, with the K-12 and higher education partners and any other community partners;
- Committing to place every student who successfully completes the program first in line for a job;
- Identifying a mentor for every participating student (a sample commitment would be for mentors to participate in at least two face-to-face opportunities with their mentee per year and communicate with their mentee online every week with an approximate time commitment of 30 minutes per week);
- Creating an up-to-date skills map for the industry/sector that identifies essential job requirements;
- Collaborating with the K-12 and higher education partners to identify the post-secondary two year degree that will ensure students meet industry expectations and validating the proposed scope and sequence;
- Providing workplace visits, speakers, internships and apprenticeships for participating students;
- Collaborating with K-12 and higher education staff to align technical skills and workplace competencies with curriculum, course offerings, and other resources; and
- Providing dedicated staff to work on the initiative, including an Industry Liaison who has the authority to coordinate with the school on the business/employer partners’ behalf.

In addition, all partners must commit to participate in a statewide network of NYS P-TECH schools and to working with colleagues to share expertise and experience on the development of the NYS P-TECH model, as well as pertinent resources, tools and strategies

Additional Responsibilities of each Partner (please list all partners’ responsibilities and identify the partner who will serve as the implementation lead, as recognized by all partners):

Name of Lead Applicant District

_____

Signature _____ **Printed Name:** _____

Title: _____ **Date:**_____

Name of Higher Education Partner:

_____

Signature _____ **Printed Name:** _____

Title: _____ **Date:**_____

Name of Business/Employer Partner:

_____

Signature _____ **Printed Name:** _____

Title: _____ **Date:**_____

THE AGREEMENT FOR YOUR PROGAM SHOULD REFLECT THE SPECIFICS OF YOUR PROGRAM AND YOUR PARTNER/CONSORTIUM MEMBERS. ALL ACTIVITIES/SERVICES, ETC. THAT ARE PERTINENT TO YOUR PROJECT SHOULD BE INCLUDED. PLEASE MODIFY AND ADD ADDITIONAL FIELDS FOR MULTIPLE CONSORTIUM MEMBERS, AS NEEDED.

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

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
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 found at http:/www.nysed.gov/cafe/.

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.

Rev. 5/12/14