THE STATE EDUCATION DEPARTMENT THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY
Office of Higher Education
Room 975, Education Building Annex
Albany, New York 12234
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(518) 486-3633

To: BOCES District Superintendents
Superintendents of Schools
Presidents of Local Teacher Associations
Directors of Teacher Resource and Computer Training Centers

From: William P. Murphy

Date: March 22, 2023

Subject: Request for Proposals (RFP) to Support Projects Under the 2023-2028 New York State Mentor Teacher Internship Program (MTIP) Grant Competition

The New York State Education Department is pleased to announce the State-funded Mentor Teacher Internship Program (MTIP) grant competition for 2023-2028. All public school districts and Boards of Cooperative Educational Services **(**BOCES) are eligible to apply for this funding.

Applications must be received by May 10, 2023 and submitted to MTIP@nysed.gov.

Grants will be awarded to school districts and BOCES for the July 1, 2023 through June 30, 2024 school year. Awardees with successful proposals will be eligible to reapply for subsequent funding on a multi-year basis through June 30, 2028, depending on the availability of funds per annual appropriation. Grant awards will remain at the previous year level for each of the subsequent four years, with Year 1 of the funding cycle starting on July 1, 2023 and ending on June 30, 2024. Thereafter, based on a statutory and regulatory review each new project year, along with off-site (program and fiscal reports) and on-site monitoring, annual funding will continue at the same level as Year 1 of the funding cycle, provided there is an adequate appropriation in the State Budget.

Special consideration will be given to proposals from high need districts as per economically disadvantaged student data.

All correspondence and requests for information concerning this program should be directed to Elena Bruno at the phone number and address below or via e-mail to: MTIP@nysed.gov

Office of Higher Education
Mentor Teacher Internship Program (MTIP)
89 Washington Avenue, Room 975 EBA
Albany, NY 12234
518-486-2978

Request for Proposals

2023-2028 New York State Mentor Teacher Internship Program

- Proposal Guidance
- Proposal Packet
- Appendices and Attachments

Proposals must be received by
May 10, 2023

Announcement of Funding Opportunity
Mentor Teacher Internship Program

Legislative Authority	The NYS Mentor Teacher Internship Program was established in 1986 by amendment to Education Law 3033, Chapter 436**.** The New York State Legislature provides funding for the development and implementation of State-supported mentor teacher internship programs in local school districts and through boards of cooperative educational services (BOCES).
Purpose of Grant	These programs enable experienced teachers (mentors) in a district or BOCES to provide guidance and support to beginning teachers (interns) in their first and/or second year of teaching. It is anticipated that the induction provided will engage teachers in a productive and satisfying teaching and learning experience. Induction should be designed to enhance teachers' skills and increase the likelihood of their remaining in the teaching profession.
Project Period	July 1, 2023 - June 30, 2028
Eligible Applicants	Public school districts and BOCES. Special consideration will be given to proposals from high need districts as per economically disadvantaged student data.
Amount of Funding	$2 million annually for the duration of the five-year grant period will be contingent upon the State Legislature appropriating funds.
Application Due Date and Mailing Address	An electronic version of the complete application in Microsoft Word (.doc) or portable document format (.pdf) must be sent to MTIP@nysed.gov by no later than 5:00 Eastern time on May 10, 2023. Applicants must also mail in one original and two copies of the signed FS-10 budget. This must be postmarked by the application due date of May 10, 2023. The FS-10 budget should be mailed to: New York State Education Department Mentor Teacher Internship Program (MTIP) 89 Washington Avenue, Room 975 EBA Albany, NY 12234
Questions and Answers	All questions must be submitted via e-mail to **MTIP@nysed.gov** by April 7, 2023. A complete list of all Questions and Answers will be posted to the **MTIP webpage** no later than April 21, 2023.
NYSED Designated Contacts	Program: **Elena F. Bruno** Fiscal: **Monica Foley** M/WBE: **Brian Hackett** **MTIP@nysed.gov**

The State Education Department does not discriminate on the basis of race, creed, color, national origin, religion, age, sex, military, marital status, familial status, domestic violence victim status, carrier status, disability, genetic predisposition, sexual orientation and criminal record in its recruitment, educational programs, services, and activities. NYSED has adopted a web accessibility policy, and publications designed for

distribution can be made available in an accessible format upon request. Inquiries regarding this policy of nondiscrimination should be directed to the Office of Human Resources Management, Room 528 EB, Education Building, Albany, New York 12234.

Mentor Teacher Internship Program
Application Guidance

Description of Program

Program Purpose

The NYS Mentor Teacher Internship Program (MTIP) was established in 1986 by amendment to Education Law 3033, Chapter 436**.** The New York State Legislature provides funding for the development and implementation of State-supported mentor teacher internship programs in local school districts and through boards of cooperative educational services (BOCES).

These programs enable experienced teachers (mentors) in a district or BOCES to provide guidance and support to beginning teachers (interns) in their first and/or second year of teaching. It is anticipated that the induction provided will engage teachers in a productive and satisfying teaching and learning experience. Induction should be designed to enhance teachers' skills and increase the likelihood of their remaining in the teaching profession.

Mentors holding the Professional certificate may be able to satisfy some of their required hours of Continuing Teacher and Leader Education by fulfilling their mentoring responsibilities.

Essential Components of the Mentor Teacher Internship Program

The essential components of the Mentor Teacher Internship Program, pursuant to Section 3033 of the Education Law and Part 85 of the Regulations of the Commissioner of Education (see Appendix 1), are consistent with the New York State Mentoring Standards and include, but are not limited to:

- Program focus on the mentor/intern relationship which develops throughout the project year, as the mentor guides the new teacher to self-assessment, professional confidence, and independence
- Joint development by school administration and local certified or recognized teachers' employee bargaining agent
- Release time for interns and mentors
- Selection of mentors and interns
- Training for mentors and interns
- Activities and role of the mentors
- Activities and role of the interns
- Role of building principals
- Program evaluation
- Program management

Summary of Statutory Requirements

- To be eligible for an award, all school districts and BOCES submitting applications for this RFP must include in the description of the district internship plan how the needs of the interns for training and support will be assessed, the training, and how the mentors will guide and support their interns.

- The internship plan is developed and negotiated with local teacher bargaining units in accordance with Article XIV of NYS Civil Service Law.

- A list of teachers to serve as mentors must be developed by a selection committee consisting of a majority of classroom teachers chosen by the certified or recognized teachers' employee bargaining unit.

- Interns and mentors must be released from at least 10 percent of their instructional duties to participate in the program.

- Mentors must exhibit superior pedagogical skills, superior subject matter skills, excellent teaching abilities, and interpersonal relationship qualities. They must also demonstrate a willingness to participate in the program.

- The BOCES superintendent or district superintendent is responsible for assigning mentor teachers and first or second year teachers to work together.

- Mentor designations
    - **Part-time mentors:** Part-time mentors' duties are to be reduced by at least 10 percent for each intern served. Persons designated as part-time mentors shall carry at least a 60 percent classroom instruction assignment.

    - **Full-time mentors:** Persons designated as full-time mentors must spend 100 percent of their time in mentor service.

    - **Full-time mentor restriction:** Teachers serving as full-time mentors may do so for only two school years within any consecutive five school years. It is recommended that each mentor designated as full-time should serve no fewer than five interns and no more than ten interns during the project year.

Program Policy

- Districts may hire retired teachers as full-time mentors under the following conditions. Districts should be aware of issues relating to hiring retired teachers and the effect it may have on their retirement benefits.
    - The statutory and regulatory requirements for the MTIP are met, including the district internship plan requirements.
    - The retired teachers must:
        - have retired from the district in which they will serve as a mentor,
        - be hired within five years of their retirement date, and

- participate in mentor training.

Definitions

Intern: A full-time teacher with no greater than a 90 percent classroom instructional assignment, employed by a public school district or a BOCES having an approved internship plan, in their first or second year of service in a specific certificate title, holding a valid Initial certificate.

Mentor: A teacher holding a Professional or Permanent certificate in the same certificate title or area as the intern*, having demonstrated their mastery of pedagogical and subject matter skills, given evidence of superior teaching abilities and interpersonal relationship qualities, and indicated willingness to participate as a mentor.

***Special Note:** If no appropriately certified mentor is available in the district or BOCES, a teacher who holds a Professional or Permanent certificate in a different certificate title than that of the intern may serve as a mentor. (See the Request for Variance form in the Proposal Packet.) Service as a mentor shall not result in any change in the mentor's tenure area or areas and shall not otherwise diminish or impair the tenure or seniority rights of the mentor teacher.

District and BOCES Professional Learning Plans

The planning and design of the proposed internship should be undertaken in the context of the district's or BOCES's Professional Learning Plan, including the Continuing Teacher and Leader Education (CTLE) that they provide. Mentors holding the Professional certificate may be able to satisfy some of their required clock hours of CTLE by fulfilling their mentoring responsibilities.

Multi-District Cooperation

A single school district or BOCES may not submit a grant proposal on behalf of other districts or BOCES. Applicants may, however, describe in the proposal the coordination, networking, training, and other activities that will be jointly engaged in with other districts.

Support from Institutions of Higher Education

Districts or BOCES may enter into a Memorandum of Agreement with an institution of higher education (IHE) that will offer continued support to the Intern whom the IHE recommended for teacher certification and the district or BOCES hired (Attachment 3).

Funding Amounts

Total funding for this grant for 2023-2028 is $10 million. Annual funding is expected to be $2 million, subject to the appropriation and availability of funds.

Funding Set–asides: Given the unique needs for teacher support and retention in the largest school districts in our state, portions of the anticipated total statewide allocation for funding have been

reserved for such districts, should they apply and qualify for funding under the NYS Mentor Teacher Internship Program. This results in a tiered approach to apportionment of anticipated funding dollars, as illustrated below.

The $2 million first year funding will be apportioned in the following manner:

> **Tier 1**: The New York City Department of Education may submit a funding request for up to $1,016,000 (or 50.8% of the total statewide allocation of $2 million) and funding up to that amount will be awarded, provided NYC DOE submits a qualifying application.
>
> **Tier 2**: City school districts with populations of 100,000 or more may each submit a funding request for up to $65,000 [total requests by this cohort not to exceed $260,000 or 13% of the total statewide allocation] and funding up to such amount will be awarded, provided a qualifying application is submitted. This includes the city school districts of Buffalo, Rochester, Syracuse and Yonkers.
>
> **Tier 3**: $724,000 is available funding in year 1. Determination of grant awards for all districts/BOCES will be based on the anticipated number of new teachers to be served multiplied by 10% of the median NYS teacher salary ($8,540). Districts or BOCES may apply for funding to support up to six qualifying new teachers. See Funding request form for guidance on calculating grant award request. Applications will be ranked and funded based on scoring of the application, highest to lowest.

If any funds allocated to Tiers 1 or 2 remain after making awards to all eligible awardees in Tiers 1 or 2, those funds will be allocated to Tier 3 until the funds remaining are insufficient to fund the next ranked application in full. The next ranked applicant with a passing score of 75 points will be given the opportunity to operate a reduced program with the remaining funds.

Multi-year Funding Cycle

Successful proposals will be eligible for funding on a multi-year basis. Grant awards will remain at the previous year level per new teacher for each of the subsequent four years, with Year 1 of the funding cycle starting on July 1, 2023 and ending on June 30, 2024. Thereafter, based on a statutory and regulatory review each new project year, along with off-site (program and fiscal reports) and on-site monitoring, annual funding, contingent upon approval in the State Budget, will continue on a level consistent with Year 1 of the five-year funding cycle, based on the number of interns to be supported. In the event of any statutory or regulatory noncompliance, funding will be reviewed for reduction or it may be totally rescinded.

If there is a decrease in the total statewide allocation for the Program in Year 2, 3, 4, or 5 of the cycle, the percentage of decrease will be applied to each district funding level from the previous year's funding.

If there is an increase in the total statewide allocation for the Program in Year 2, 3, 4 or 5 of the cycle, the increased dollars will be reserved for proposals from eligible districts which received

a passing score and did not receive an award or participate in Year 1 or prior year in the cycle. Funding will continue for the remaining years of the five-year cycle, contingent upon the State Budget.

Payment Schedule

An initial payment of 25 percent of grant funds will be made upon approval of the Proposed Budget (FS-10) by the Program Office and the Grants Finance Office and approval of the grant procurement record by the Office of the State Comptroller (OSC). Thereafter, up to 90 percent of grant funds will be distributed throughout the project through submission of a Request for Funds (FS-25). Final payments will be released upon submission of a Final Expenditure Report (FS-10-F). This report (FS-10-F) must be submitted directly to the Grants Finance Office by **July 31 of each contract year.**

Allowable Expenditures

Expenditures to be Supported by Grant Funds

Local districts and BOCES participating in the program are eligible for reimbursement for release-time costs, coordination, fringe benefits, training costs, supplies and materials, evaluation, in-state travel, and indirect costs. For indirect costs, use your rate approved by NYSED. **Equipment and remodeling costs are not allowable expenditures under this grant program.** Applicants will need to submit with their application a completed Form FS-10 for the one-year period July 1, 2023-June 30, 2024. The FS-10 and fiscal guidance are located at Grants Finance website

Budget (FS-10)

Applicants must submit an FS-10 budget with this application for the initial 12-month project period. The 12-month budget will be reviewed and scored.

The applicant must complete the FS-10 Budget Form. Budgeted costs must comply with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the Grants Finance website. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

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

The budget should be reasonable and appropriate to cover program expenses.

For more information, visit the Grants Finance website

Reporting and Monitoring

Required Reports

At a minimum, funded projects will file **a mid-year project report from July through December,** describing and outlining the rationale for activities and expenditures to date, presenting information about the nature and numbers of participating mentors and interns**,** and providing descriptions of any substantial revisions to the original project proposal **by February 15 of each contract year**. Such information shall be submitted in a form prescribed by the Department. Other reporting may be required if reviews of the program deem they are warranted.

In addition to filing the final expenditure report as prescribed in the Payment Schedule section, **funded projects shall file with the Department, on or before July 31 of each grant year, an Annual Program Report including an FS-10F and** shall include:

1. the names of the Interns who successfully completed the Mentor Teacher Internship Program,
2. the areas of certification/certificate titles for Mentors and Interns,
3. the certificate area and number of years of teaching experience of the Mentors,
4. a description of the teaching assignments of each Mentor and Intern,
5. a description of the Mentor training,
6. how the funding was used, types of activities conducted, and
7. evidence of results, and other evaluation and descriptive information as the Commissioner may require.

Requirements for Funding

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

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 system. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time and effort

records, delivery receipts, vendor invoices, travel documentation and payment documents, including check stubs.

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

Accessibility of Web-Based Information and Applications

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

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 period.

All forms referenced here can be found in the M/WBE Documents section at the end of this RFP.

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.

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 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
- EEO 100 Staffing Plan

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
- EEO 100 Staffing Plan

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
EEO 100 Staffing Plan

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 104G Quarterly M/WBE Compliance Report. This report should be submitted on a quarterly basis and can be requested at MWBEGrants@nysed.gov.

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

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 offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation; (16) request best and final offers.

Debriefing Procedures

All unsuccessful applicants may request a debriefing within fifteen (15) calendar 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 MTIP@nysed.gov.

The Fiscal Contact person will arrange 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.

Award Protest Procedures

Applicants who receive a notice of non-award or disqualification 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 or disqualification letter. The protest letter must be filed via email to MTIP@nysed.gov:

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 ten (10) 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.

Workers' Compensation Coverage and Debarment

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

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

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

PROOF OF COVERAGE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

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

Proof of Disability Benefits Coverage

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

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

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

2023-2028 New York State Mentor Teacher Internship Program Proposal Packet Checklist

A complete proposal packet consists of the following items:

	Item	Checked Applicant	Checked NYSED
1.	Checklist	☐	☐
2.	Cover Page	☐	☐
3.	Funding Request Form (for school district with 100,000 or less population)	☐	☐
4.	Statement of Assurances	☐	☐
5.	Mentor Selection Committee Form	☐	☐
6.	Request for Variance of Mentor Qualifications (if applicable)	☐	☐
7.	Proposal Narrative (Should not exceed 10 pages)	☐	☐
8.	FS-10 Budget FS-10 (signature required)	☐	☐
9.	Budget Narrative (should not exceed 2 pages)	☐	☐
10.	Memorandum of Agreement (if applicable)	☐	☐

M/WBE Documents Package (original signatures required)

☐ Full Participation ☐ Request Partial Waiver ☐ Request Total Waiver

	Forms Required		
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	☐	☐
EE0 100 Staffing Plan and Instructions	☐	☐	☐

2023-2028 New York State Mentor Teacher Internship Program

Application Cover Page

Agency Code

Name Applicant agency:	Name and Title of Contact Person:
Address:	Telephone:
City:	Fax:
Zip Code:	E-Mail:
County:	

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-1 G 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:	

2023-2028 New York State Mentor Teacher Internship Program Funding Request Form for School Districts or BOCES in Cities with a Population Less Than 100,000

A. Number of Interns (beginning teachers), up to 6, the district or BOCES plans to support with MTIP grant funds in 2023-2024	

B. Briefly describe the method used to estimate the number of Interns in A (e.g., forecast of vacancies based on faculty reaching retirement age)

C. Number of Interns the district or BOCES plans to support with mentoring through local funding other than MTIP funds in 2023-2024	

D. Please enter requested grant award amount **$**

For purposes of estimating a reasonable grant award request, districts should estimate a per Intern cost of **$8,540** for each intern noted in **A** to accommodate project expenses such as replacement teacher costs for release time, project coordination, supplies and materials, training, travel and program evaluation (i.e., multiply the number in A by the maximum grant award per Intern of $8,540).

Note: The maximum number of Interns does not apply to applications from districts or BOCES in cities with populations of 100,000 or more.

PLEASE NOTE THAT FINAL GRANT AWARDS MAY BE LESS THAN INDICATED BY THIS CALCULATION. THE AMOUNT OF THE GRANT AWARDS IS SUBJECT TO AVAILABILITY OF FUNDS APPROPRIATED IN THE NEW YORK STATE BUDGET AND THE NUMBER OF WORTHY APPLICATIONS RECEIVED.

2023-2028 New York State Mentor Teacher Internship Program
Statement of Assurances

In order for the District or BOCES to be eligible for funds under the Mentor Teacher Internship Program, compliance with the following statements must be attested to by the superintendent and the representative of the teachers' employee organization:

The plan to establish and implement a mentor teacher internship program has been approved by the board of education or board of cooperative educational services (BOCES).

The plan and budget have been developed in accordance with the provisions of Article Fourteen of the Civil Service Law; that is, cooperative planning occurred and all plan components have been agreed upon by the superintendent of schools (or a representative) and the local teacher organization representative. Any amendments to the approved budget also will be developed in accordance with Article Fourteen of the Civil Service Law.

The applicant agency hereby applies for a grant of State funds to provide educational activities as set forth in this application.

The information contained in this application is correct and in total compliance with appropriate statute and regulation. This includes the stipulation that intern teachers will be released at least 10 percent from instructional duties to participate in this program, and mentor teachers will be released at least 10 percent from instructional duties to participate in this program. Failure to provide intern/mentor release time described above will result in rescinding of grant funds awarded to this district or BOCES.

Signature of Superintendent: _____

Print Name of Superintendent: _____

Date: _____

Signature of Teachers' Employee Organization President (or designee):

_____

Print Name of President (or designee): _____

Date: _____

2023-2028 New York State Mentor Teacher Internship Program
Mentor Selection Committee Form

Provide the following information about the Mentor Selection Committee, which must be composed of certified employees of the local education agency. A majority of the membership must be classroom teachers chosen by the certified or recognized teachers' employee organization.

Name of Member	Position	Check Those Members Chosen by the Teachers' Employee Organization
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐

(Add page, if needed)

The percentage of district/BOCES classroom teachers on the Mentor Selection Committee chosen by the certified or recognized teacher employee organization is: ☐ %

2023-2028 New York State Mentor Teacher Internship Program
Request for Variance of Mentor Qualifications

In the event a school district or BOCES is unable to find an appropriately certified mentor for a particular intern or interns, the superintendent or district superintendent may, by signing below and completing the requested information, select a teacher who holds a Professional or Permanent certificate in a different title from that of the intern to serve as a mentor.

Certificate Title for Which No Mentor Can Be Identified	Number of Interns In Each Instance	Certificate Title(s) of Teacher(s) Selected to Be Mentor(s)

I hereby attest to the fact that the applicant school district or BOCES is unable to find one or more appropriately certified mentor(s) for intern(s), and request a variance, as described above, to allow teacher(s) who hold a Professional or Permanent certificate in a different title from that of the intern(s) to serve as mentor(s).

_____ _____

Date Signature of Superintendent

_____ _____

Date Signature of Teachers' Employee Organization President

Submission Instructions and Method of Award

Page Limits and Formatting Specifications

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 Narratives exceed the page limit, the excess pages will not be read by the reviewers. Do not include any attachments or addenda.

Proposal Narrative – no more than 10 pages
Budget Narrative -- no more than 2 pages

Proposal Narrative (100)
Budget Narrative (25 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 Narrative Rubric.

1. **Abstract (0 points, but required)**
2. **Joint Planning (5 points)**
3. **Release Time Requirements (5 points)**
4. **Setting Directions (5 points)**
5. **Training (20 points)**
6. **Selection of Mentors (20 points)**
7. **Role of Mentors (15 points)**
8. **Respective Roles of the Principal and the Superintendent (5 points)**
9. **Interns (5 points)**
10. **Program Evaluation (10 points)**
11. **Program Management (10 points)**
12. **Project Budget (25 points)**

2023-2028 New York State Mentor Teacher Internship Program
Proposal Narrative Items

Directions: The narrative describing proposed implementation of essential components of the Mentor Teacher Internship Program (MTIP) should be limited to 10 pages. Applicants must be specific and answer all items in each section in the order that they appear below. Where it is necessary to repeat some information from a previously answered section, do so. This will ensure that important information will not be overlooked in the review. The narrative will be reviewed in accordance with the following points and according to the Proposal Narrative Rubric.

I. Abstract (0 points)

Briefly describe the mentoring program in the district and how the MTIP funding will be utilized.

II. Joint Planning (5 points). Describe planning and development activities that took place for the preparation of this proposal. Include the names and positions of persons involved in the activities. [Ed. Law, 3033(2)].

III. Release Time Requirements (5 points). The relationship of the mentor and intern is central to the Mentor Teacher Internship Program. Describe how the mentor and intern will be released from their classrooms in a manner which is educationally sound and responsible, consistent with Education Law, Section 3033(4). (Reminder: Such release time should be predominantly spent by the mentor and intern in such activities as conferencing together, observations, joint planning, and assessing the impact of their efforts on the intern's students.) Include in the description:

a. Proposed time configuration, such as one-half day per week, one day every two weeks, or concentration of release time in the first semester of the school year.

b. Issues related to the replacement teacher, including identification, availability, setting up replacement teacher pool, integration of replacement teachers into the instructional program, and communication within the mentor/intern replacement teacher's team. The replacement teacher should be viewed as an integral member of the instructional team.

III. Setting Directions (5 points). Describe how the mentors and interns will determine the focus of their activities throughout the year.

Describe how the mentors and interns will determine the needs of interns both at the commencement of the relationship and throughout the school year. Include how differentiated programmatic offerings, based on initial and ongoing formative assessment results of each intern and their student learning data, will be provided and how relative improvements in the effectiveness of the intern will be determined.

IV. Training (20 points). Training needs of mentors and interns must be addressed, and the training of mentors must be a priority in developing the local mentor teacher internship program. Such mentor training needs to focus on the Department's priority areas as outlined in the State's ESSA plan, including: NYS Learning Standards and aligned curricula; data-driven instruction and the use of meaningful assessment; evidence-based observation aligned to the New York State Teaching Standards and the district's evaluation models, including the district's use of evidence to provide feedback and professional learning recommendations that support continuous improvement; student growth goal-setting processes, as required by the district's evaluation model; current best practices and specific strategies for English language learners and students with disabilities, with specific focus on instruction in literacy, research-based practices in the provision of specialized instruction for students with disabilities, response to intervention, and positive behavioral intervention and supports, as well as native language development.

Describe training to be provided to the mentors to support them in their roles as mentors, including proposed timelines, unique features of the MTIP, and a description of how mentors will be regularly supported and assessed. Explain the tools (e.g., mentor skill rubrics, performance assessments, surveys of mentored teachers) that will be used to continuously evaluate mentors and inform the individualized supports and ongoing professional learning t, as well as describe project plans for removing mentors deemed ineffective with one or more interns.

Describe the district or BOCES plan for providing professional learning activities and other professional growth opportunities to interns. Where information on specific activities is incomplete or not available at the time of application, a plan for responding to identified professional learning needs of the intern should be clearly evident. Describe the specific professional learning opportunities available through the district, BOCES, teacher center, and/or other existing staff development programs which will be of particular benefit to mentors and interns. Where possible, list specific areas of professional learning activities to be offered to the mentors and interns. Describe any college or university involvement in design and/or implementation of professional learning activities specific to the program.

V. Selection of Mentors (20 points). Mentors should be selected based on:

- demonstrated mastery of pedagogical skills
- demonstrated mastery of subject matter
- evidence of superior teaching abilities
- outstanding capacity and abilities for fostering and maintaining positive and constructive interpersonal relationships
- willingness to participate in the program

The mentor is holds a Professional or Permanent certificate in the same area of certificate title as the intern. In the event that the school district or BOCES demonstrates to the satisfaction of the Commissioner that an appropriately certified mentor is not available, a

teacher who holds a Professional or Permanent certificate in a different area or certificate title than that of the intern may serve as a mentor. [8 NYCRR 85.1(d)]

a. Describe procedures that will be used to select mentors and determine that mentor candidates meet the above criteria. It is highly recommended that consideration be given to teachers holding National Board Certification. Include evidence of all of the above criteria, the membership and proposed activities of the selection committee, and any additional criteria identified by your district or BOCES to be used in the selection process. [Ed. Law § 3033(3)].

b. Describe how assignments of mentors to interns will occur, including the role of the superintendent or designee in the assignment process.

c. Describe contingency plans to allow for adjustments in mentor/intern pairing.

d. Describe how selection criteria incorporate recommendations from the New York State Mentoring Standards (see Appendix 1) and/or other best practices in mentoring selection.

VI. Role of the Mentor (15 points). The mentor's role is to guide and support the intern(s) assigned to that mentor. Any evaluation of the intern's teaching by the mentor must be kept confidential between the parties, unless a variance is granted by the Commissioner pursuant to § 85.2 (d) of the Regulations of the Commissioner of Education [8 NYCRR 85.2 (d)].

a. Describe how the mentors will guide and support their interns, including the portion of time each intern will have direct contact with the mentor.

b. Describe how confidentiality of the mentor/intern relationship will be protected. Or, if a variance under §85.2(d) of Commissioner's Regulations is requested to allow for an evaluative role of the mentor as well as guidance and support, submit contractual language providing for this responsibility on the part of the mentor teacher with this application.

VII. Respective Roles of the Principal and the Superintendent (5 points). In their capacity of having overall responsibility for all instruction and other activities in the building, the principal has an integral role in local implementation of a mentor teacher internship program. For example, principals facilitate faculty awareness and support for the program within the school community, serve on mentor selection committees, facilitate selection of replacement teachers, develop schedules of participants, and participate in professional learning opportunities. The superintendent has an integral and active role in supporting the principals, the mentors, the interns, and project coordinators.

a. Describe the anticipated activities of building principals regarding the proposed mentor teacher internship program in the district.

b. Describe the role of the superintendent in overseeing, evaluating, and applying lessons learned from this effort to the benefit of students and teachers district- wide.

IX. Interns (5 points). In the event that there are more beginning teachers eligible to be interns in the district than can be accommodated through the MTIP, procedures or criteria should be in place which will be used to select interns to be served. Such criteria should give priority to statewide teaching shortage areas as submitted to the U.S. Department of Education or other subject area(s) in which the district has documented shortage(s).

a. Describe the proposed process for the selection of interns. [8 NYCRR 85.2(b)(4)]

b. Describe duties, responsibilities, and anticipated activities of interns both within and beyond the MTIP.

X. Program Evaluation (10 points). The intent of the MTIP is to provide experiences to beginning teachers that will enhance their skills and increase the likelihood of their remaining in the teaching profession. To this end, mentors provide guidance, direction, and support in areas including, but not limited to: instructional planning/management, implementing instruction, classroom management, multiple approaches to teaching the subject matter, curriculum and assessment, and development of reasonable expectations in their work.

a. Describe how the district or BOCES will assess the extent to which the program has benefited both mentors and interns.

b. Describe how your district's or BOCES' implementation of essential components of the MTIP will be assessed. Essential components include release-time configuration, mentor training, intern training, selection procedures, and program management, including alignment to shortage areas and the inclusion and support of teachers from diverse backgrounds.

c. Describe the plan and the criteria for assessing the impact of the program on such factors as teacher skill development, including skill development specifically related to student achievement; school climate; non-participating teacher interaction; and building administrators' role. Applicants must describe, specifically, how their program will formatively assess and support participating educators in increasing their knowledge of:

- NYS Learning Standards and aligned curricula;
- data-driven instruction and the use of meaningful assessment;
- evidence-based observation aligned to the New York State Teaching Standards and the district's evaluation models, including the district's use of evidence to provide feedback and professional learning recommendations that support continuous improvement;
- student growth goal-setting processes, as required by the district's evaluation model;
- current best practices and specific strategies for English language learners and students with disabilities, with specific focus on instruction in literacy, research-based practices in the provision of specialized instruction for students with disabilities, response to intervention, and positive behavioral intervention and supports, as well as native language development.

XI. Program Management (10 points). The applicant must have a plan for overall management of the MTIP. In this plan:

a. Describe how activities in which the mentors and interns engage will be coordinated and assessed. Include the name and position of persons responsible for coordination and/or assessment and other tasks associated with the MTIP, such as scheduling of release time, arranging and scheduling of training, or providing BOCES/district/building awareness activities concerning the MTIP. If a committee is to be responsible for ongoing operation of the Program, specify the roles and plans of the committee and its members.

b. Describe proposed documentation of activities of the mentors and interns. Include a description of procedures and forms to be used, for example, logs kept by interns and the assessment of both interns and mentors throughout the program. Applicants must describe how their program will provide differentiated programmatic offerings based on initial and ongoing formative assessment results of each educator and their student learning data, and how the applicant will determine whether the effectiveness of each intern has improved as a result of the program. Applicants must explain the tools (e.g., mentor skill rubrics, performance assessments, surveys of mentored teachers) that will be used to continuously evaluate mentors and inform the individualized supports and ongoing professional learning, as well as describe their plans for removing and replacing ineffective mentors.

c. Include a timeline of major activities and accompanying dates.

XII. Project Budget (25 points). Grant funds may be used for such costs as reimbursement for replacement or substitute teacher costs, coordination, fringe benefits, training, supplies and materials, program evaluation, and travel. Reimbursement for release-time costs to the district is calculated at a rate of up to 10 percent of the mentor's salary for each intern with whom they are working. Reimbursement for part-time mentors is permitted up to 40 percent for part-time mentors who work in a mentor-internship relationship with up to four interns. Reimbursement for full-time mentors is permitted up to 100 percent. For 100 percent reimbursement, full-time mentors must work in a mentor-internship relationship with 10 or more interns.

The proposal should also describe a sustainability plan for how the district/BOCES mentoring effort will be conducted after the expiration of this grant, and demonstrate how the program will be maintained fiscally by identifying sources of potential funds.

Restrictions: Equipment of any unit cost and/or construction costs are **not** allowable expenditures under MTIP and will not be approved.

Complete the following forms:

a. Budget Category and Narrative Forms (See *Fiscal Forms*)
b. Proposed Budget Summary Form (FS 10) that are online at Grants Finance webpage (See Fiscal Forms) or available from the district's business office.

Form FS-10 Budget and Narrative

Using the Form FS-10 Budget Form, provide an itemized budget and brief narrative of how the requested funds will be used for the **first year** of the project

Budgeted items must be reasonable in cost and necessary for the project in order to receive the maximum points. SED staff will eliminate any unallowable or unreasonable items in the budget. Grantees will not be allowed to substitute new items for those that have been eliminated.

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

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

Total Base Points: 100 points for the Proposal Narrative
25 points for the Budget Narrative

Passing score is 75 points out of 125 (60%)

Additional Bonus points will be awarded for high-needs school districts as per economically disadvantaged student data
(10 points)

Bonus points:
Up to 10 bonus points will be awarded for high-needs school districts as per economically disadvantaged student data.

Bonus points will be given to applicants with the following individual **economically disadvantaged student rates** based on 2021-2022 school year data, as reported to NYSED by Information and Reporting Services (IRS). See Appendix 1 link to Economically Disadvantaged:

- At or above 70% economically disadvantaged, applicant will score 10 of 10 points;
- Between 54% and 69.9%, applicant will score 5 of 10 points;
- Below 54%, applicant will score 0 of 10 points.

Total Points Available: 125 (without bonus points)
135 (with bonus points)

Method of Award

Each eligible proposal will be reviewed by at least two reviewers. Each reviewer will score the proposal according to the indicated point criteria in the Proposal Narrative and the Budget using the Proposal Evaluation Rubric. If individual scores are more than 15 points apart, another reviewer will score the application. The two scores closest in numeric value will be averaged to calculate the final average score of the application. If the third reviewer's score is equal to the average of the two original scores, the third reviewer's score will become the final score.

Proposals will be ranked in order of final average score from highest to lowest. In the event of tie scores, proposals with the highest score on the Proposal Narrative will be ranked higher.

Proposals that receive a final average score of 75 (60%) or more (not including bonus points) will be considered for funding. Applicants will be funded in rank order until the funds are exhausted. In the event there are insufficient funds to fund the next ranked applicant in full, the next ranked applicant will be given the opportunity to operate a smaller program using the remaining funds.

Required Terms and Certifications

Appendix A:	Standard Clauses for NYS Contracts
Appendix A-1 G	Agency Specific Clauses
Appendix R:	Data Security and Privacy Plan
Appendix Z:	Required Certifications and Assurances
Appendix 1:	Education Law 3033
	Part 85 of the Regulations of the Commissioner of Education
	New York State Mentoring Standards
	District Enrollment – Economically Disadvantaged
Attachment 1:	M/WBE Goal Calculation Worksheet
	M/WBE Cover Letter
	M/WBE Utilization Plan (M/WBE 100)
	M/WBE Subcontractor/Suppliers Notice of Intent to Participate (M/WBE 102)
	M/WBE Contractor Good Faith Efforts Certification (M/WBE 105)
	M/WBE Contractor Unavailable Certification (M/WBE 105A)
	Request for Waiver Form (M/WBE 101)
	Equal Employment Opportunity Staffing Plan (EEO 100) Instructions
Attachment 2:	Rubric for Proposal Narrative
Attachment 3:	Memorandum of Agreement

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 $25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. 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
NYS M/WBE Directory

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

(October 2019)

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

Appendix R
NEW YORK STATE EDUCATION DEPARTMENT'S
DATA PRIVACY APPENDIX FOR GRANT CONTRACTS

ARTICLE I: DEFINITIONS

As used in this Data Privacy Appendix ("DPA"), the following terms shall have the following meanings:

1. **Access:** The ability to view or otherwise obtain, but not copy or save, data arising from the on-site use of an information system or from a personal meeting.
2. **Breach:** The unauthorized Access, acquisition, use, or Disclosure of Personal Information that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor's or Subcontractor's security that leads to the accidental or unlawful destruction, loss, alteration, Access to or Disclosure of, Personal Information.
3. **Disclose or Disclosure**: The intentional or unintentional release, transfer, or communication of Personal Information by any means, including oral, written, or electronic.
4. **Personal Information:** Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person.
5. **Services:** Services provided by Contractor pursuant to this Contract with the New York State Education Department ("NYSED") to which this DPA is attached and incorporated.
6. **Subcontractor:** Contractor's non-employee agents, consultants, volunteers, including student interns, who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

1. **Compliance with Law.**

   When providing Services pursuant to this Contract, Contractor may receive and/or have Access to Personal Information regulated by one or more New York and/or federal laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York General Business Law at article 39-F; and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. Contractor agrees to maintain the confidentiality and security of Personal Information in accordance with applicable New York, federal and local laws, rules and regulations.

2. **Data Privacy and Security**.

(a) Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Personal Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Personal Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Personal Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.

(b) Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Personal Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules and regulations.

(c) Upon NYSED's request, Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

3. Contractor's Employees and Subcontractors.

(a) Access to or Disclosure of Personal Information shall only be provided to Contractor's employees and Subcontractors who need to know the Personal Information to provide the Services and such Access and/or Disclosure of Personal Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.

(b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Personal Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.

(c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Personal Information; and (iii) as applicable, retrieve all Personal Information received or stored by such Subcontractor and/or ensure that such Personal Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Personal Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 5 of this DPA.

(d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.

(e) Other than Contractor's employees and Subcontractors who have a need to know the Personal Information, Contractor must not provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Personal Information is Disclosed, unless such Disclosure to

NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this r Contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.

(f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Personal Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Personal Information is Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access to or Disclose the Personal Information.

(g) Contactor shall ensure that all its employees and Subcontractors who will receive Personal Information will be trained on the federal and state laws governing confidentiality of such data prior to receipt.

4. Data Return and Destruction of Data.

(a) Contractor is prohibited from retaining Disclosed Personal Information or continuing to Access Personal Information, including any copy, summary or extract of Personal Information, on any storage medium (including, without limitation, hard copies, and storage in secure data centers and/or cloud-based facilities) beyond the term of the this Contract unless such retention is expressly authorized by the this Contract, necessary for purpose of facilitating the transfer of Personal Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer Personal Information to NYSED in a format agreed to by the Parties.

(b) When the purpose that necessitated Contractor's Access to and/or Disclosure of Personal Information has been completed or Contractor's authority to have Access to Personal Information and/or retain Disclosed Personal Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Personal Information are revoked, and (2) all Personal Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor and/or its Subcontractors, including all Personal Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Hard copy media must be shredded or destroyed such that Personal Information cannot be read, or otherwise reconstructed, and electronic media must be securely cleared, purged, or destroyed such that the Personal Information cannot be retrieved, read, or reconstructed. When Personal Information is held in paper form, destruction of such Personal Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

(c) Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of (1) revocation of Access to Personal Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Personal Information held by the Contractor or Subcontractors, at the address for notifications set forth in this Contract.

(d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will prohibit its Subcontractors from the same.

5. Breach.

(a) Contractor shall promptly notify NYSED of any Breach of Personal Information, regardless of whether the Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provide to the office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234 and must include a description of the Breach that identifies the date of the incident, the date of discovery, the types of Personal Information affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact.

(b) Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its Subcontractors will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

(c) Contractor shall promptly notify the affected individuals of any Breach, regardless of whether Contractor or a Subcontractor suffered the Breach. Such notice shall be made using one of the methods prescribed by § 899-aa (5) of the New York General Business Law. If Contractor requires information from NYSED to perform such notifications, Contractor shall reimburse NYSED for the cost of assembling and providing such information to Contractor.

6. Termination.

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this Contract to which this DPA is attached and shall continue for as long as Contractor or its Subcontractors retain Access to Personal Information.

Appendix Z

Required Assurances and Certifications

The following assurances and certifications are a component of your application. ***By signing the certification on the application cover page, you are ensuring accountability and compliance with applicable State and federal laws, regulations, and grants management requirements.***

Sexual Harassment Prevention Certification

By submission of this application, each applicant and each person signing on behalf of any applicant certifies, and in the case of a joint application each party thereto certifies its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Education Law Section 3033

Education Law Section 3033, as amended by Section 117-b of Chapter 436 of the Laws of 1997 is available at:
Education Law Section 3033

Part 85 of the Regulations of the Commissioner of Education

Part 85 of the Commissioner's Regulations is available at:
Part 85 of the Commissioner's Regulations

New York State Mentoring Standards

The New York State Mentoring Standards are available at:

New York State Mentoring Standards

District Enrollment – Economically Disadvantaged

Information and Reporting Services

Attachment 1

M/WBE Goal Calculation Worksheet

Project Name: New York State Mentor Teacher Internship Program

Applicant Name: _____

The M/WBE participation goal is 30% of each grantee's total discretionary non-personal service budget. Discretionary non-personal service budget is defined as the total budget, excluding the sum of funds budgeted for direct personal services (i.e., professional and support staff salaries); fringe benefits; the portion of the budget in purchased services representing Services identified as Mentor Salaries and Benefits, reimbursement for replacement or substitute-teacher costs, financial assistance; and indirect costs; if these are allowable expenditures.

Please complete the following table to determine the dollar amount of the M/WBE goal for this grant application.

	Budget Category	Amount budgeted for items excluded from M/WBE calculation	Totals
1.	Total Budget		
2.	Professional Salaries		
3.	Support Staff Salaries		
4.	Fringe Benefits		
5.	Portion of Purchased Services identified as Mentor Salaries and Benefits, reimbursement for replacement or substitute-teacher costs (Codes 40 &49)		
6.	Indirect Costs		
7.	Rent/Lease/Utilities		
8.	Sum of lines 2, 3, 4, 5, 6 and 7		
9.	Line 1 minus Line 8		
10.	M/WBE Goal percentage (30%)		0.30
11.	Line 9 multiplied by Line 10 =MWBE goal amount		
12.			

Attachment 1

This form is only for use with the New York State Mentor Teacher Internship Program. It may not be used with any other grant program.

M/WBE COVER LETTER **Minority & Women-Owned Business Enterprise Requirements**

NAME OF GRANT PROGRAM_____

NAME OF APPLICANT_____

In accordance with the provisions of Article 15-A of the NYS Executive Law, 5 NYCRR Parts 140-145, Section 163 (6) of the NYS Finance Law and Executive Order #8 and in fulfillment of the New York State Education Department (NYSED) policies governing Equal Employment Opportunity and Minority and Women-Owned Business Enterprise (M/WBE) participation, it is the intention of the New York State Education Department to provide real and substantial opportunities for certified Minority and Women-Owned Business Enterprises on all State contracts. It is with this intention that NYSED has assigned M/WBE participation goals to this contract.

In an effort to promote and assist in the participation of certified M/WBEs as subcontractors and suppliers on this project for the provision of services and materials, the bidder is required to comply with NYSED's participation goals through one of the three methods below. Please indicate which one of the following is included with the M/WBE Documents Submission:

☐ Full Participation – No Request for Waiver (PREFERRED)

☐ Partial Participation – Partial Request for Waiver

☐ No Participation – Request for Complete Waiver

By my signature on this Cover Letter, I certify that I am authorized to bind the Bidder's firm contractually.
Signature/Date
Typed or Printed Name of Authorized Representative of the Firm
Typed or Printed Title/Position of Authorized Representative of the Firm

M/WBE UTILIZATION PLAN

INSTRUCTIONS: All bidders/applicants submitting responses to this procurement/project must complete this M/WBE Utilization Plan unless requesting a total waiver and submit it as part of their proposal/application. The plan must contain detailed description of the services to be provided by each Minority and/or Women-Owned Business Enterprise (M/WBE) identified by the bidder/applicant.

Bidder/Applicant's Name _____ Telephone/Email: _____/_____

Address _____ Federal ID No.: _____

City, State, ZIP _____ RFP No.: _____

Certified M/WBE	Classification (check all applicable)	Description of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified MBE _____ WBE _____		$ _____
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified MBE _____ WBE _____		$ _____

PREPARED BY (Signature) _____ DATE_____

SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER/APPLICANT'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-1, 5 NYCRR PART 143 AND THE ABOVE REFERENCE SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL/APPLICATION DISQUALIFICATION.

NAME AND TITLE OF PREPARER: _____
(*print or type*)

TELEPHONE/E-MAIL _____

DATE _____

REVIEWED BY _____ DATE _____

UTILIZATION PLAN APPROVED YES/NO DATE _____

NOTICE OF DEFICIENCY ISSUED YES/NO DATE _____

NOTICE OF ACCEPTANCE ISSUED YES/NO DATE _____

M/WBE 100

M/WBE SUBCONTRACTORS AND SUPPLIERS
NOTICE OF INTENT TO PARTICIPATE

INSTRUCTIONS: Part A of this form must be completed and signed by the Bidder/Applicant unless requesting a total waiver. Parts B & C of this form must be completed by MBE and/or WBE subcontractors/suppliers. The Bidder/Applicant must submit a separate M/WBE Notice of Intent to Participate form for each MBE or WBE as part of the proposal/application.

Bidder/Applicant Name: _____ Federal ID No.: _____

Address: _____ Phone No.: _____

City_____ State_____ ZIP Code_____ E-mail: _____

_____ _____
Signature of Authorized Representative of Bidder/Applicant's Firm Print or Type Name and Title of Authorized Representative of Bidder/Applicant's Firm

Date: _____

PART B - THE UNDERSIGNED INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE PROCUREMENT/APPLICATION:

Name of M/WBE: _____ Federal ID No.: _____

Address: _____ Phone No.: _____

City, State, ZIP Code _____ E-mail: _____

BRIEF DESCRIPTION OF SERVICES OR SUPPLIES TO BE PERFORMED BY MBE OR WBE:

DESIGNATION: ____MBE Subcontractor ____WBE Subcontractor ____ MBE Supplier ____WBE Supplier

PART C - CERTIFICATION STATUS (CHECK ONE):

_____ The undersigned is a certified M/WBE by the New York State Division of Minority and Women-Owned Business Development (MWBD).

THE UNDERSIGNED IS PREPARED TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER/APPLICANT CONDITIONED UPON THE BIDDER/APPLICANT'S EXECUTION OF A CONTRACT WITH THE NYS EDUCATION DEPARTMENT.

The estimated dollar amount of the agreement $_____ _____
Signature of Authorized Representative of M/WBE Firm

_____ _____
Printed or Typed Name and Title of Authorized Representative Date

M/WBE CONTRACTOR GOOD FAITH EFFORTS CERTIFICATION (FORM 105)

PROJECT/CONTRACT #_____

I, _____
(Bidder/Applicant)

_____ of _____
(Title) (Company)

_____ (_____)_____
(Address) (Telephone Number)

do hereby submit the following as *evidence* of our good faith efforts to retain certified minority- and women-owned business enterprises:

(1) Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;

(2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;

(3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;

(4) Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the directory of certified businesses;

(5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;

(6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises.

(7) Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women-owned business enterprises for this procurement

Submit additional pages as needed.

_____
Authorized Representative Signature

_____
Date

M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION

RFP# /PROJECT NAME_____

I, _____ _____ _____
(Authorized Representative) (Title) (Bidder/Applicant's Company)

_____ (____)_____
(Address) (Phone)

certify that the following New York State Certified Minority/Women Business Enterprises were contacted to obtain a quote for work to be performed on the abovementioned project/contract.

List of date, name of M/WBE firm, telephone/e-mail address of M/WBEs contacted, type of work requested, estimated budgeted amount for each quote requested.

DATE	M/WBE NAME	PHONE/EMAIL	TYPE OF WORK	ESTIMATED BUDGET	REASON
1.					
2.					
3.					
4.					
5.					

To the best of my knowledge and belief, said New York State Certified Minority/Women Business Enterprise contractor(s) was/were not selected, unavailable for work on this project, or unable to provide a quote for the following reasons: Please check appropriate reasons given by each MBE/WBE firm contacted above.)

_____**A.** Did not have the capability to perform the work
_____**B**. Contract too small
_____**C.** Remote location
_____**D.** Received solicitation notices too late
_____**E.** Did not want to work with this contractor
_____**F.** Other (give reason) _____

_____ _____ _____
Authorized Representative Signature **Date** **Print Name**

M/WBE 105A

REQUEST FOR WAIVER FORM

BIDDER/APPLICANT NAME: **TELEPHONE:**
EMAIL:
ADDRESS: **FEDERAL ID NO.:**

CITY, STATE, ZIP CODE: **RFP#/PROJECT NO.:**

INSTRUCTIONS: By submitting this form and the required information, the bidder/applicant certifies that Good Faith Efforts have been taken to promote M/WBE participation pursuant to the M/WBE goals set forth under this RFP/Contract. Please see Page 2 for additional requirements and document submission instructions.

BIDDER/APPLICANT IS REQUESTING (check all that apply):	
☐ **MBE Waiver** - A waiver of the MBE goal for this procurement is requested. ☐ **Total** ☐ **Partial _____%**	☐ **WBE Waiver** - A waiver of the WBE goal for this procurement is requested. ☐ **Total** ☐ **Partial _____%**

PREPARED BY (*Signature*): _____ DATE: _____

SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER/APPLICANT'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.

NAME OF PREPARER:	**FOR AUTHORIZED USE ONLY**
TITLE OF PREPARER: TELEPHONE: EMAIL:	REVIEWED BY: _____ DATE: _____ **WAIVER GRANTED ☐ YES ☐ NO** ☐ TOTAL WAIVER ☐ PARTIAL WAIVER ☐ NOTICE OF DEFICIENCY ☐ CONDITIONAL WAIVER COMMENTS:

M/WBE 101

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-10, as listed below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.

1. A statement setting forth your basis for requesting a partial or total waiver.

2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.

3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.

4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.

5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.

6. Provide copies of responses made by certified M/WBEs to your solicitations.

7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.

8. Provide documentation of any negotiations between you, the Bidder/Applicant and the M/WBEs undertaken for purposes of complying with the certified M/WBE participations goals.

9. Provide any other information you deem relevant that may help us in evaluating your request for a waiver.

10. Provide the name, title, address, telephone number and email address of the Bidder/Applicant's representative authorized to discuss and negotiate this waiver request.

NOTE: Unless a Total Waiver has been granted, Bidder/Applicant will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by NYSED, to determine M/WBE compliance.

EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN (Instructions on Page 2)

Applicant Name: _____ Telephone: _____

Address: _____ Federal ID No.: _____

City, State, ZIP: _____ Project No: _____

Report includes:

☐ Work force to be utilized on this contract OR ☐

☐ Applicant's total work force ☐ _____

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO - Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category																	
		Hispanic or Latino		Not-Hispanic or Latino															
				Male								Female							
		Male	Female	White	African-American or Black	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran	White	African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran
Executive/Senior Level Officials and Managers																			
First/Mid-Level Officials and Managers																			
Professionals																			
Technicians																			
Sales Workers																			
Administrative Support Workers																			
Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
TOTAL																			

PREPARED BY (*Signature*): _____ DATE: _____

NAME AND TITLE OF PREPARER: _____ TELEPHONE/EMAIL: _____

EEO 100

STAFFING PLAN INSTRUCTIONS

General Instructions: All Bidders/Applicants in the proposal/application must complete an EEO Staffing Plan (EEO 100) and submit it as part of the package. Where the work force to be utilized in the performance of the State contract/project can be separated out, the Bidder/Applicant shall complete this form only for the anticipated work force to be utilized on the State contract/project. Where the work force to be utilized in the performance of the State contract/project cannot be separated out, the Bidder/Applicant shall complete this form for Bidder/Applicant's total work force.

Instructions for Completing:

1. Enter the Project number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check the appropriate box to indicate if the work force being reported is just for the contract/project or the Bidder/Applicant's total work force.
3. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or subcontractor.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the M/WBE Coordinator, mwbegrants@nysed.gov, if you have any questions.
6. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form NYSED will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.
- **Disabled** - Any person who has a physical or mental impairment that substantially limits one or more major life activity; has a record of such an impairment; or is regarded as having such an impairment
- **Vietnam Era Veteran** - a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

Attachment 2

2023-2028 New York State Mentor Teacher Internship Program
Rubric for Proposal Narrative

Applicant's Name _____

Log-in Number _____

Reader's Name _____

The following rating scale should be used to evaluate the degree to which each proposal addresses information required in the request for proposals. Raters should judge that: 1) items are described to the extent that item content is clearly understandable to the reader and 2) each item is consistent with the intent of the Mentor Teacher Internship Program.

Rating Rubric for Proposal Narrative Items

Very Good	Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed ideas. Criteria fully addressed and fully satisfied.
Good	General but sufficient detail. Adequate information is provided, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses. Criteria fully addressed and adequately satisfied.
Fair	Lacking details and non-specific. Criteria appear to be minimally met, but limited information is provided about proposed activities/strategies; lacks focus and detail. Criteria somewhat addressed and barely satisfied.
Poor	Fails to provide information or provides information that requires substantial clarification. Criteria not fully addressed and not adequately satisfied.
Not Found	Does not address the criteria or simply re-states the criteria.

Total Score (out of 125): ☐ Bonus Score (10 points): ☐

1. Joint Planning (5 points) Describe planning and development activities that took place for the preparation of this proposal. Include names and positions of persons involved in the activities**.**	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
Planning for development activities are sufficient in scope.	3	2.25	1.5	.75	0
Names and positions of appropriate persons involved in these activities are included.	2	1.5	1	.5	0

Joint Planning / Comments: **Score:** ____ **Out of 5**

2. Release-Time Requirements (5 points) The relationship of the mentor and intern is central to the Mentor Teacher Internship Program. Describe how the mentor and intern will be released from their classrooms in a manner which is educationally sound and responsible, consistent with Education Law, Section 3033(4). (Reminder: Such release time should be predominantly spent by the mentor and intern in such activities as conferencing together, observations, joint planning, and assessing the impact of their efforts on their students.) Include in the description:	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
Release time for mentors and interns is sufficiently described.	2	1.5	1	.5	0
Release time is consistent with statutory requirements.	1	.75	.5	.25	0
Release time configuration is likely to ensure continuity of instruction to students of mentors and interns.	1	.75	.5	.25	0
Issues related to replacement teachers are adequately addressed and planning in this area is evident.	1	.75	.5	.25	0

Release Time Requirements / Comments:	**Score:**		**Out of 5**

3. Setting Direction (5 points) Describe how the mentors and interns will determine the focus of their activities throughout the year. Describe how the mentors and interns will determine the needs of interns both at the commencement of the relationship and throughout the school year. Include how differentiated programmatic offerings, based on initial and ongoing formative assessment results of each intern and their student learning data, will be provided and how relative improvements in the effectiveness of the intern will be determined.	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
There is evidence that mentors and interns will actively participate in determining their activities throughout the project year.	2	1.5	1	.5	0
Planned activities and differentiated program offerings are appropriate and consistent with the statutory requirements and intent of the MTIP.	1	.75	.5	.25	0
There are plans and measures presented for assessing initial intern needs and relative improvements in the effectiveness of interns in the classroom throughout the school year.	1	.75	.5	.25	0
Where appropriate, student learning data will be included in formative assessment considerations.	1	.75	.5	.25	0

Setting Direction/ Comment:	**Score:**		**Out of 5**

4. Training (20 points) Describe the training needs of mentors and interns. The training of mentors must be a priority in developing the local mentor teacher internship program. Such mentor training needs to focus on the Department's priority areas as outlined in the State's ESSA plan, including: NYS Learning Standards and aligned curricula; data-driven instruction and the use of meaningful assessment; evidence-based observation aligned to the New York State Teaching Standards and the district's evaluation models, including the district's use of evidence to provide feedback and professional learning recommendations that support continuous improvement; student growth goal-setting processes, as required by the district's evaluation model; current best practices and specific strategies for English language learners and students with disabilities, with specific focus on instruction in literacy, research-based practices in the provision of specialized instruction for students with disabilities, response to intervention, and positive behavioral intervention and supports, as well as native language development.	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
Existing professional learning activities in the district which would be of benefit to mentors and interns is listed.	8	6	4	2	0
Mentor training described focuses on the Department's priority areas as outlined in the State's ESSA plan and is appropriate and sufficient in scope: being aligned with district evaluation models, the district's selected teacher practice rubric, etc.	8	6	4	2	0
There is evidence of an appropriate plan for identifying and meeting the professional learning needs of interns that describes specific professional growth activities and opportunities.	4	3	2	1	0

Training/ Comments: **Score:** ____ **Out of 20**

5. Selection of Mentors (20 Points) The mentor holds a Professional or Permanent certificate in the same area of certificate title as the intern. In the event that the school district or BOCES demonstrates to the satisfaction of the Commissioner that an appropriately certified mentor is not available, a teacher who holds a Professional or Permanent certificate in a different area of certificate title than that of the intern may serve as a mentor. [8 NYCRR 85.1(d)] Describe procedures that will be used to select mentors and determine that mentor candidates meet the above criteria. It is highly recommended that consideration be given to teachers holding National Board Certification. Include evidence of all of the above criteria, the membership and proposed activities of the selection committee, and any additional criteria identified by your district or BOCES to be used in the selection process. [Ed. Law § 3033(3)].	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
Procedures to be used for selection of mentors are described and include an overall APPR rating of Effective or Highly Effective.	8	6	4	2	0
There is description provided for how the district/BOCES will determine and obtain demonstrable evidence for each of the following mentor characteristics: - mastery of pedagogical skills - mastery of subject matter skills - superior teacher skills - strong interpersonal relationship qualities - willingness to be a mentor	8	6	4	2	0

5. Selection of Mentors (20 Points) The mentor holds a Professional or Permanent certificate in the same area of certificate title as the intern. In the event that the school district or BOCES demonstrates to the satisfaction of the Commissioner that an appropriately certified mentor is not available, a teacher who holds a Professional or Permanent certificate in a different area of certificate title than that of the intern may serve as a mentor. [8 NYCRR 85.1(d)] Describe procedures that will be used to select mentors and determine that mentor candidates meet the above criteria. It is highly recommended that consideration be given to teachers holding National Board Certification. Include evidence of all of the above criteria, the membership and proposed activities of the selection committee, and any additional criteria identified by your district or BOCES to be used in the selection process. [Ed. Law § 3033(3)].	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
The assignment of the mentor to work with the intern is described. Criteria and processes for recommending and establishing specific mentor-intern pairs is discussed	2	1.5	1	.5	0
Contingency plans to allow for adjustments in mentor/intern pairings are described; including detailed discussion of considerations and decision-making criteria associated with assessing and possibly modifying primary and/or secondary matches.	2	1.5	1	.5	0

Selection of Mentors / Comments:	**Score:**		**Out of 20**

6. Role of the Mentor (15 points) The mentor's role is to guide and support the intern(s) assigned to that mentor. Any evaluation of the intern's teaching by the mentor must be kept confidential between the parties, unless a variance is granted by the Commissioner pursuant to § 85.2 (d) of the Regulations of the Commissioner of Education [8 NYCRR 85.2 (d)].	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
The mentor's role and activities as described are clearly consistent with the statutory guidelines; that is, they reflect guidance and support to, not formative evaluation of, the intern, except where a variance pursuant to Commissioner's Regulations 85.2(d) is requested. If such a variance is requested, contractual language to support the variance is included.	8	6	4	2	0
Proposed activities of the mentors are clearly and sufficiently described, including the portion of time each intern will have direct contact with the mentor.	5	3.75	2.5	1.25	0
Description includes how confidentiality of mentor/intern interaction will be protected.	2	1.5	1	.5	0
Role of the Mentor/ Comments:		**Score:**		**Out of 15**	

7. Respective Roles of the Principal and the Superintendent (5 points) In the principal's capacity of having overall responsibility for all instruction and other activities in the building, the principal has an integral role in local implementation of a mentor teacher internship program.	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
The proposed role and activities of the principal are described and appropriately supportive of the mentors, the beginning teachers, and the project coordinator(s).	3	2.25	1.50	.75	0
The proposed role and activities of the superintendent are described and appropriately supportive of the principal(s,) the mentors, the interns, and the project coordinator(s).	2	1.5	1	.50	0
Role of the Principal and Superintendent/ Comments:		**Score:**		**Out of 5**	

8. Interns (5 points) In the event that there are more beginning teachers eligible to be interns in the district than can be accommodated through the Program, procedures or criteria should be in place which will be used to select teachers to be served. Such criteria should give priority to priority to statewide teaching shortage areas as submitted to the U.S. Department of Education or other subject area(s) in which the district has documented shortage(s).	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
Process for selection of interns is clearly and sufficiently described, including plans to address teacher shortage areas.	2	1.5	1	.50	0
Proposed activities of interns, which may include activities with mentors, workshops, conferences or other professional opportunities, classroom assignments, supervisory or extracurricular duties, are clearly and sufficiently coordinated and described.	3	2.25	1.50	.75	0
Interns/ Comments:			**Score:**		**Out of 5**

9. Program Evaluation (1**0 Points)** The intent of the MTIP is to provide experiences to beginning teachers that will enhance their skills and increase the likelihood of their remaining in the teaching profession. Mentors provide guidance, direction, and support in areas including, but not limited to, instructional planning/management, implementing instruction, classroom management multiple approaches to teaching the subject matter, curriculum and assessment, and development of reasonable expectations in their work.	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
The plan to collect information about whether and the extent to which MTIP will benefit mentors and interns is specific, clear, and workable.	5	3.75	2.5	1.25	0
The plan for assessment of the district's implementation of essential components of the MTIP is specific, clear, and workable. Areas to be assessed include, but are not limited to, release time configuration, mentor training and selection procedures, mentor-intern assignments, the enhancement of classroom management skills and student learning, and program management.	2	1.5	1	.5	0
The plan for assessing MTIP impact on such factors as teacher skill development, school climate, non-participating teacher interaction, and the respective roles of the MTIP coordinator, building principal(s) and superintendent is substantively discussed.	2	1.5	1	.5	0

Specific descriptions of how the project plans to support and assess the enhancement of intern knowledge and understanding of NYS Learning Standards and aligned curricula; data-driven instruction and the use of meaningful assessment; evidence-based observation aligned to the New York State Teaching Standards and the district's evaluation models, including the district's use of evidence to provide feedback and professional learning recommendations that support continuous improvement; student growth goal-setting processes, as required by the district's evaluation model; current best practices and specific strategies for English language learners and students with disabilities.	1	.75	.5	.25	0

Evaluation / <u>Comments:</u>	**<u>Score:</u>** ☐ **<u>Out of 10</u>**

10. Program Management (10 points) Describe how activities in which the mentors and interns engage will be coordinated and assessed. Include name and position of persons responsible for coordination and/or assessment and other tasks associated with the MTIP, such as scheduling of release time, arranging and scheduling of training, or providing district/building awareness activities concerning the MTIP. If a committee is to be responsible for ongoing operation of the Program, specify the roles and plans of the committee and its members.	**Very Good**	**Good**	**Fair**	**Poor**	**Not Found**
The plan for management of the MTIP is clearly and sufficiently described. It includes a timeline of proposal implementation, noting major activities and accompanying dates as well as name(s) and position(s) of persons responsible for various tasks in program implementation.	5	3.75	2.5	1.25	0
Proposed documentation of mentor/intern activities is clearly and sufficiently described, including all forms and procedures as well as all evaluation tools and instruments.	5	3.75	2.5	1.25	0
Program Management/ Comments:		**Score:**		**Out of 10**	

Budgetary Narrative [Project Budget (25 Points)	Very Good	Good	Fair	Poor	Not Found
1. **STAFFING -** Description of the costs in Professional and Support Service staffing (all items are appropriately budgeted and clearly supported as essential to the operation of MTIP).	5	3.75	2.5	1.25	0
2. **PURCHASED SERVICES EXPENSES** - Description and justification of the expenses in the Purchased Services category (all items are appropriately budgeted and clearly supported and are allowable costs for the operation of MTIP).	5	3.75	2.5	1.25	0
3. **SUPPLIES AND MATERIALS -** Description and justification of the expenses in the Supplies and Materials category (all items are appropriately budgeted and clearly supported and are allowable costs for the operation of MTIP).	5	3.75	2.5	1.25	0
4. **TRAVEL -** Description and justification of the expenses in the Travel category (all items are appropriately budgeted and clearly supported and are allowable costs for the operation of MTIP).	5	3.75	2.5	1.25	0
5. **FS-10 –** Completed budget included.	5	3.75	2.5	1.25	0

Budget Narrative/ Comments: **Score:** ____ **Out of 25**

Note: For districts or BOCES serving cities with populations of 100,000 or more, costs in excess of $8,540 per intern should be sufficiently justified.

Attachment 3

2023-2028 Mentor Teacher Internship Program Application
Memorandum of Agreement
Between (Name of School District or BOCES) and the participating partner (Name of Institution of Higher Education) for the NYS Mentor Teacher Internship Program

Districts or BOCES may enter into a Memorandum of Agreement with an Institution of Higher Education (IHE) that will offer continued support to the Intern whom the IHE recommended for certification and the School District hired.

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of each of the partners participating in the Mentor Teacher Internship Program (MTIP) to enhance mentoring of interns, as described below. The purpose of this partnership is to support teachers who have graduated from an IHE and are identified as Interns in the School District.

Summarize the activities/services/etc. that the Interns in the Mentor Teacher Internship Program will receive from the partnership. Required Partners agree to:

Institution of Higher Education Name_____

Signature_____Date_____

Dean or Designee (In blue ink)

Print Name and Title _____

School District Name _____

Signature_____Date_____

Superintendent or Designee (In blue ink)

Print Name and Title _____