

(Updated October 19, 2012)
Announcement of Funding Opportunity
New York State Initiative on Emergent Bilinguals (NYSIEB)
2013 Leadership Development for Principals
to Create High Quality Programs for Emergent Bilingual Students

Competitive Grant Application

| Purpose of Funding | <p>The purpose of this competitive grant is to provide funds for a leadership development program for 16 focus or priority schools with large populations of English Language Learner/limited English Proficient students, hereinafter referred to as “emergent bilinguals.” Funds will be used to fund (1) release time for participants in the program and (2) materials purchases to support implementation of an Instructional Improvement Plan.</p> | | | | | | | | | | | | | | | | | | | |
|---------------------------|---|---------------------------|--|-------------|-----------|---------------|-------------|---------|----------|-------------|---------------|----------|------------------|-------|------------------|-----------|----------|---------|---------------|--|
| Eligible Applicants | <p>Certain public school districts in Long Island, Rockland, Westchester, Hudson Valley, Central New York, Western New York, and New York City (detailed in chart below), with focus and priority schools with below average performance of emergent bilinguals.</p> <p>Eligible school districts must submit a separate proposal narrative and budget narrative and school budget form [Attachment F] for each school included in their application, as well as signed principal commitment form [Attachment D]. One complete application must be submitted by each district with one FS 10 for the district for all schools. Eligible schools are listed in Attachment A. There are approximately 177 schools eligible for award.</p> <table border="1" data-bbox="548 1182 1182 1711"> <thead> <tr> <th colspan="2" style="text-align: center;">Eligible Districts</th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="text-align: center;">Long Island</td> <td>Hempstead</td> </tr> <tr> <td>Central Islip</td> </tr> <tr> <td style="text-align: center;">Westchester</td> <td>Yonkers</td> </tr> <tr> <td style="text-align: center;">Rockland</td> <td>East Ramapo</td> </tr> <tr> <td style="text-align: center;">Hudson Valley</td> <td>Newburgh</td> </tr> <tr> <td style="text-align: center;">Central New York</td> <td>Utica</td> </tr> <tr> <td rowspan="3" style="text-align: center;">Western New York</td> <td>Rochester</td> </tr> <tr> <td>Syracuse</td> </tr> <tr> <td>Buffalo</td> </tr> <tr> <td style="text-align: center;">New York City</td> <td>NYC Dist #s 2, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 19, 20, 21, 24, 26, 27, 28, 30, 32</td> </tr> </tbody> </table> | Eligible Districts | | Long Island | Hempstead | Central Islip | Westchester | Yonkers | Rockland | East Ramapo | Hudson Valley | Newburgh | Central New York | Utica | Western New York | Rochester | Syracuse | Buffalo | New York City | NYC Dist #s 2, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 19, 20, 21, 24, 26, 27, 28, 30, 32 |
| Eligible Districts | | | | | | | | | | | | | | | | | | | | |
| Long Island | Hempstead | | | | | | | | | | | | | | | | | | | |
| | Central Islip | | | | | | | | | | | | | | | | | | | |
| Westchester | Yonkers | | | | | | | | | | | | | | | | | | | |
| Rockland | East Ramapo | | | | | | | | | | | | | | | | | | | |
| Hudson Valley | Newburgh | | | | | | | | | | | | | | | | | | | |
| Central New York | Utica | | | | | | | | | | | | | | | | | | | |
| Western New York | Rochester | | | | | | | | | | | | | | | | | | | |
| | Syracuse | | | | | | | | | | | | | | | | | | | |
| | Buffalo | | | | | | | | | | | | | | | | | | | |
| New York City | NYC Dist #s 2, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 19, 20, 21, 24, 26, 27, 28, 30, 32 | | | | | | | | | | | | | | | | | | | |
| Funding | <p>\$500,000. The maximum award per participating school is \$30,000 to \$34,300 depending on the region. Approximately 16 awards are anticipated to be made.</p> | | | | | | | | | | | | | | | | | | | |

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| Project Period | January 1, 2013 to June 30, 2013 |
| Informational Session and Webinar | <p>An optional information session will be held on October 4th, 2012 from 4:00-5:30 in New York City with a video connection to Central Western New York. A webinar will be held earlier the same day, on October 4th, 2012, from 12:00-1:00pm. The webinar will be archived and available online at http://www.p12.nysed.gov/funding/currentapps.html.</p> <p>The two locations for the in person meeting are:</p> <p>NYC: NYS Education Department 116 W 32nd Street 7th Floor New York, NY 10001</p> <p>Central/Western New York State OCM BOCES Henry Campus, 6820 Thompson Rd, Syracuse, NY 13211 (in the Distant Learning Center.)</p> <p>Webinar: Meeting Number: 628 162 458 Meeting Password: bilingual Call-in toll number (US/Canada): +1-408-600-3600 Access code:628 162 458</p> <p>https://rrf.webex.com/rrf/j.php?ED=212315757&UID=501658357&PW=NMTZhY2RjNTE2&RT=MIMxMQ%3D%3D</p> |
| Questions & Answers | <p>All questions must be submitted by E-Mail to NYSIEB12@MAIL.NYSED.GOV by October 12, 2012. A complete list of all questions and answers will be posted at: http://www.p12.nysed.gov/funding/currentapps.html by October 19, 2012.</p> |
| Due Date | <p>Submit one (1) original application with original signatures. Applications must be postmarked by October 26, 2012 and sent to the following location:</p> <p>New York State Education Department 89 Washington Avenue Room 464, EBA Albany, New York 12234 Attn. GC#13-006</p> |

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| | <p>An electronic copy (in Word or pdf format) <i>is also</i> due by October 26, 2012 and must be sent to NYSIEB12@MAIL.NYSED.GOV.</p> <p>(Applications may not be faxed)</p> |
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I. Purpose of the Program

The primary purpose of the competitive grant program is for education professionals to work with principals in up to 16 focus and priority schools with large populations of emergent bilingual students in New York City, Rockland, Westchester, Hudson Valley, Central New York, Western New York and Long Island. The schools will be a combination of elementary, middle and high schools with an above-average number of emergent bilinguals. The overall goal is to improve programs and practices for emergent bilinguals in these schools.

This grant will provide funding to compensate for the time that principals, teachers, and staff members spend participating in the New York State Initiative on Emergent Bilinguals (NYSIEB) Leadership Program provided by the Graduate Center of The City University of New York (CUNY) Research Institute for the Study of Language in Urban Society (RISLUS) and the Ph.D. Program in Urban Education. Information available at <http://www.nysieb.ws.gc.cuny.edu/>.

The NYSIEB program will provide: (1) a series of seminars to school principals and select school staff; (2) Research Teams assigned to each school—comprised of CUNY faculty and doctoral students—who will conduct on-site visits and provide targeted support to schools; and (3) assistance in the development of an Instruction Improvement Plan for Emergent Bilinguals. The grant will also provide funding to schools for purchasing Native Language Libraries, technology to support emergent bilingual programs, and instructional resources for educators of emergent bilinguals in the school.

II. Applicant Eligibility Requirements

Eligible Applicants

The top 15 public school districts in New York State, by number of emergent bilinguals in the district (detailed in chart below), that have been identified as focus districts.

| Eligible Districts | |
|---------------------------|---------------|
| Long Island | Hempstead |
| | Central Islip |
| Westchester | Yonkers |

| | |
|------------------|--|
| Rockland | East Ramapo |
| Hudson Valley | Newburgh |
| Central New York | Utica |
| Western New York | Rochester |
| | Syracuse |
| | Buffalo |
| New York City | NYC Dist #s 2, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 19, 20, 21, 24, 26, 27, 28, 30, 32 |

Each application must be submitted by the district for all schools within that district that want to participate in the program, with one comprehensive application and FS-10 for the district. Each school in an eligible district that desires to participate in the program must submit its own individual proposal narrative, signed principal commitment certification, budget narrative and school budget form.

Each district must complete:

1. Attachment B “Participating School Data” listing, by name, the specific school(s) in their district that want to participate,
2. Combined FS-10 which includes all the eligible schools within the district applying, and
3. Individual proposal narrative, signed principal commitment certification, budget narrative and school budget form for each school applying.

See “Application Checklist” for a complete list of documents that must be submitted by school and by district.

Note: Applications need to name each of the eligible participating schools in Attachment B and do not submit a proposal narrative, budget narrative and school budget form from each school, developed by the principal, for each school listed in Attachment B.

III. Program Requirements

The NYSIEB Leadership Program has four program requirements:

1. Seminars Participation in NYSIEB Seminars to explore issues of bilingualism and learning, and ways of supporting emergent bilingual students through programming (January through June).

A. Attendance at five monthly four-hour seminars for school principals at locations in New York City (site to be determined). Seminars will be held on February 1, March 1, April 4, May 3, and June 7. Long Island, New York City and Westchester schools will be required to participate in person for all sessions. Western New York and Central New York schools will be required to participate in person in New York City for at least the first two sessions, with video conferencing required for the remaining three sessions facilitated in Syracuse, NY (site to be determined).

B. Identification of school staff (assistant principals, teachers and support staff) that will participate in three of the five seminars. The Western New York and Central New York schools will be required to participate via video conferencing facilitated in Syracuse, NY (site to be determined).

C. Completion of assignments, including a study of the school's emergent bilingual population, and the programming that is in place.

2. On-site visits Collaboration with NYSIEB Research Teams for on-site visits (January through June).

A. Collaboration with the NYSIEB Research Teams in 4 to 5 on-site visits at the winning applicants schools. For Western New York and Central New York schools, 2 to 3 of these can be virtual visits through video conferencing..

1. During the on-site visits, classrooms will be observed, and interviews/focus groups and meetings will be conducted with the principal, leadership team, teachers, and others. Targeted on-site support will also be provided for the development of the school's instructional improvement plan.

B. Identification, if needed, of specific areas of targeted support that can be provided by the NYSIEB Research Team. This could be in the areas of literacy development in English and/or the home language, math etc.

3. Instructional Improvement Plan Development of an Instructional Improvement Plan for Emergent Bilinguals to be implemented in the winning applicant school in the 2013-14 school year, starting fall 2013.

A. Identification of an Emergent Bilinguals Leadership Team (administrators, teachers, parent liaisons, etc.) to assist in the development of an Instructional Improvement Plan for Emergent Bilinguals.

B. Collaboration with NYSIEB Research Team to develop improvement plan.

4. Leadership Program Evaluation Participation in Leadership Program Evaluation (January through June 2013)

A. Collaboration with NYSIEB Research Team to provide ongoing qualitative and quantitative data to measure impact of program. Such data and information includes, but

Schools will work closely with the NYSIEB Research Team to successfully implement programs.

In order to be considered for funding, the application must meet the following requirements:

- A. Commitment to improving programming through the incorporation of research-proven best practices for emergent bilinguals. This includes, although is not limited to, focused attention to the development of English academic literacy through scaffolding that includes bilingual strategies, and support of children's home language development.
- B. Commitment to creating a bilingual ecological context in the school, in keeping with New York States' aspirations to prepare students for the global world of today, that develops children's bilingual capacities, as well as multilingual awareness among all children, families and staff in the school.
- C. Full participation of school principal in five (5) seminars provided by the NYSIEB Leadership Program. Western New York and Central New York schools will be required to participate in person in New York City for at least the first two sessions, with video conferencing required for the remaining three sessions facilitated in Syracuse, NY (site to be determined).
- D. Full participation of select school staff to participate in three (3) seminars provided by the NYSIEB Leadership Program. The staff in Western New York and Central New York schools will be required to participate via video conferencing facilitated in Syracuse, NY (site to be determined)..
- E. Demonstrated commitment to complete assignments, including a study of the school's emergent bilingual population and the programming that is in place, and the submission of an Instructional Improvement Plan for Emergent Bilinguals upon completion of seminars.
- F. Identification of an Emergent Bilingual Leadership Team at the school and the ability and commitment to provide planning time for school staff to evaluate and plan programming.
- G. Commitment to fully cooperate with the NYSIEB Research Team in hosting 4-5 on-site visits to the school, and full participation of school principal and staff in those visits. For Western New York and Central New York schools, 2 to 3 of these will be virtual visits through video conferencing.
- H. Commitment to provide quantitative and qualitative data to assist the Research Team in the evaluation of the NYSIEB Leadership Program.
- I. Commitment to implementing the Instructional Improvement Plan for Emergent Bilinguals in September 2013.

IV. Project Period and Allowable Uses of Funds

Project Period

The program period starts January 1, 2013 and ends June 30, 2013. Approvals of grants are subject to the review and approval of the Office of the State Comptroller.

Allowable Uses of Funds:

The grants per school will range from \$30,000 to \$34,300. The range accounts for travel costs for districts outside of New York City.

The following is a listing of permissible use of funds for this grant. Modifications to the budget during the grant period are subject to the review and approval of the NYSED program office. Funds may not be used for any other purpose than the following:

1. **Release time**, per-session costs or teacher substitute cost, for school staff to:
 - A. participate in NYSIEB’s seminars;
 - B. complete assignments from NYSIEB’s seminars;
 - C. run Emergent Bilingual Leadership Team meetings;
 - D. host on-site visits by NYSIEB’s Research Teams; and/or
 - E. compile data and information for leadership program evaluation.

[Note: Rates must be reasonable and justifiable, and may not exceed rates for the district. Release time corresponds to the “Salaries for Professional Staff” and/or “Salaries for Support Staff” on the FS-10 Budget]

2. **Travel** expenses to participate in NYSIEB seminars, not to exceed the maximum allowable amount for each region as listed below for the grant period. [Note: travel must be in accordance with the approved NYS rates. New York State rates are available at: <http://www.gsa.gov/portal/category/21287>. Corresponds to the “Travel Expenses” Category on the FS-10 Budget].

| Region | Maximum Allowable Travel Expenses |
|---|--|
| New York City and Long Island | \$250 |
| Rockland, Westchester and Hudson Valley | \$2,300 |
| Central and Western New York | \$4,300 |

3. **Purchase of materials, supplies and equipment** to support the development of the languages spoken by emergent bilinguals in the school. Materials, supplies and equipment purchased with grant funds must be aligned with the NYSIEB program. [Note: purchase of materials correspond to the “Supplies and Materials” or “Equipment” categories on the FS-10

Budget]. At least \$18,000 of the budget should be used towards the purchase of materials, supplies and equipment in the following four categories:

A. Classroom Library in Languages Other than English (LOTEs). Included here are books, readers, and texts both in the fiction and non-fiction category, in the language(s) of the emergent bilinguals in your school. 35-40% (\$6,300 to \$7,200) of the materials budget should be allocated to this category.

B. Instructional Material in LOTEs and Assessment Material in LOTEs. Included here are expenses related to the development of teacher or family/community-made material such as copying, binding, and in-house publishing of books and instructional material. Also included here are expenses related to the development of authentic formative assessment of students' bilingualism. No more than 20% of the materials portion of the budget should be spent on this category. 10-15% (\$1,800 to \$2,700) of the materials budget should be allocated to this category.

C. Technology to Support LOTEs. Included here are hardware and software for listening centers; videos and DVDs in LOTEs, CDs with stories and music in LOTEs; electronic bilingual translators; cameras, video- and audio-recorders; ipads and applications; and other relevant software. Note: Western and Central NY schools may include computer cameras or ipads needed for video conferencing purposes related to on-site virtual visits. 35-40% (\$6,300 to \$7,200) of the materials budget should be allocated to this category.

D. Educational Resources for Teachers to support the bilingual development of students. Included here are books and texts for teachers to develop appropriate pedagogical strategies, material, and curriculum and classroom structures to support bilingual development. In addition, included here are educational resources that focus on the development of formative assessments in languages other than English. 10-15% (\$1,800 to \$2,700) of the materials budget should be allocated to this category.

4. **Indirect costs** are costs of activities that benefit more than one program or objective and, therefore cannot be readily assigned to only one specific program or objective. Indirect costs are generally classified under functional categories such as general maintenance and operation expenses, general office and administration expenses, general overhead expenses and other allowable general expenses. Applicants must use the restricted indirect cost rates calculated by the State Education Department. For more information, visit the website <http://www.oms.nysed.gov/cafe/guidance/faqs.html#indirect>

Non-Allowable Uses of Funds

Funds may not be used for the purchase of services, the purchase of services with BOCES or minor remodeling. FS-10 Budgets must not reflect funds in any of these three categories.

V. Reporting

Grant recipients will be required to provide the following information in an annual program report by July 31st 2013 in a format provided by SED:

1. A summary of activities related to CUNY Seminars, including the total number of seminars the principal participated in, the total number of seminars additional school staff participated in, and assignments completed for the seminars;
2. A summary of activities of the Emergent Bilingual Leadership Team including team members and meetings held;
3. A copy of the Instructional Improvement Plan;
4. A summary of evaluation activities, including surveys completed, data shared, interviews conducted, etc; and
5. A list of all materials purchased and an explanation of their intended use.

VI. Application Format

Each application must include a proposal narrative and budget form for each school included in the application. Proposal narratives for each school must not exceed 2 single-spaced pages with 12-point font size and one-inch margins. Any pages that exceed the limit will not be reviewed past the second page. This page limit does not include the school budget form or budget narrative; the later cannot exceed one page. The proposal narratives must be developed and signed by the school principal. The proposal narrative is the applicant's opportunity to provide a comprehensive description of the proposed project. Be clear, precise and adhere to the following required structure. The proposal narrative must address the following:

1. School and Principal's Interest [16 points]

- A. Describe the emergent bilingual population served by the school, and their specific needs.
- B. Describe reasons for the principal's interest in this professional development. Include, if applicable, the principal's own experiences with bilingualism.

2. Principal's Commitment [32 points]

- A. State how the principal will be able to commit to meeting the NYSIEB Leadership Program requirements as described in Section III above, including full participation in seminars, cooperation with the NYSIEB Research Team in hosting 4-5 on-site visits to the school, and the development of an Instructional Improvement Plan for Emergent Bilinguals. As noted above, schools in Western New York and Central New York may participate in some seminars and visits remotely through video conference and virtual visits.
- B. Describe the principal's level of commitment to improving programming through the incorporation of research-proven best practices for emergent bilinguals. Include, if

C. Describe the principal's level of commitment to creating a bilingual ecological context in the school, in keeping with NYS' aspirations to prepare students for the global world of today.

D. Identify school staff who will attend three (3) seminar meetings and who will participate fully in an Emergent Bilingual Leadership Team at your school. As noted above, school staff in Western New York and Central New York will participate via video conferencing facilitated in Syracuse, NY.

E. Describe the principal's commitment to provide the Emergent Bilingual Leaders Team with planning time to evaluate current programming and develop an Instructional Improvement Plan at the completion of the seminars for implementation during the 2012-13 school year.

3. School Budget and Budget Narrative [13 points]

A. The applicant district must submit a separate budget form (Attachment __) for the grant period of January 1, 2013 to June 30, 2013 for each school that applies in the district. The FS-10 Budget submitted by the district should reflect the sum of all school budget forms completed by eligible schools within that district that apply. The FS-10 Budget Form and 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** at <http://www.oms.nysed.gov/cafe/guidelines.html>.

B. Each applicant school must submit a budget narrative of no more than one page and complete the school budget form in Attachment F, on how the proposed expenditures are aligned with the program activities and are reasonable in cost and necessary for the achievement of program goals.

C. The budget will be reviewed and scored. Only proposed expenditures which are permissible as described in Section IV and are consistent with the purposes and goals in the grant application will be funded. If any inappropriate and/or unallowable items are included in the budget, they will be deleted, and the budget will be scored accordingly.

Extra Credit [8 points]

An applicant school will receive four extra credit points if it has over 20 or more emergent bilinguals, who speak the same native language, in the same class, for at least two grades.

An applicant school will receive four extra credit points if it demonstrates that district staff, or network staff in the case of New York City, will also participate in the CUNY-NYSIEB seminars and on-site visits. In order to receive these four extra credit points, an Attachment E form must be signed by the principal and district staff of the applicant school.

VII. Review and Rating of Applications

Applications must be received by the due date. There will be two rounds of review to select districts and participating schools. Applications from schools in eligible districts will be reviewed by three reviewers from the NYSIEB Research Teams, according to the points indicated in the Proposal Narrative and the Evaluation Rubric. Scores from each reviewer will be averaged to compute the final score. Applications from each region will be ranked and scored separately with other applications from that same region.

Budgets will be reviewed and rated. Any items in the budget that are deemed unallowable or inappropriate will be eliminated and the budget will be scored accordingly.

Applicant scores will be ranked from highest to lowest by region. Applicants must score a minimum of 43 (exclusive of the extra credit points) points after the evaluation of the written application, in order to be awarded a grant.

Up to 32 schools that meet the minimum criteria of at least 43 points will be invited to participate in an oral interview. During oral interviews, school principals will be asked to clarify language in their proposals and answer questions from the NYSIEB Research Team directors. All school principals who participate in the oral interviews will be asked the same questions and these questions will be provided in advance.

Oral interviews will be individually scheduled and will consist of a 30-45 minute phone conference with the NYSIEB Research Team directors that scored the written narratives. Details of the logistics and appropriate content to include in the oral interview will be provided. NYSIEB reviewers will use the same scoring rubric used in the proposal narrative review to score the oral interview out of 61 points (the 8 extra credit points are objectively scored based on information supplied in Attachment B and Attachment E and will not be re-scored). Reviewers will include comments to describe any modifications to the initial score given during the proposal narrative review.

Award Method and Size

Eligible districts may request awards for up to all eligible schools in their district, but awards under this grant program will only be made for up to 16 schools in all eligible districts.

Awards will be made to school districts within three regions, Westchester/Long Island/Rockland/Hudson Valley, Western New York/Central New York, and New York City. Available funds are approximately \$500,000; however each school will receive up to \$30,000 to \$34,300, depending on their region the range accounts for travel to accommodate districts outside of New York City. Awards will be made within each region until designated funds for each region (see chart below) are exhausted. If designated funds remain in one region, the funds will be distributed into a statewide pool so that applicants in other regions with passing scores will receive awards in rank order until funds are exhausted. If funds are not available to fully

fund the next ranked applicant, that applicant will be offered the opportunity to run a smaller program.

| Region | Funding | Anticipated Number of Schools | Funding Per School |
|---|----------------|--------------------------------------|---------------------------|
| 1. Westchester/Long Island/Rockland/Hudson Valley | \$96,900 | 2-3 | \$32,300 |
| 2. Western New York/Central New York | \$102,900 | 2-3 | \$34,300 |
| 3. New York City | \$300,000 | 10 | \$30,000 |

Schools will be ranked in order from highest to lowest score by region.

VIII. Post Selection Procedures

Debriefing Procedures

All applicants may request a debriefing within five (5) business days of receiving notice of non-award from NYSED. Applicants may request a debriefing on the selection process regarding this Grant by emailing the request to nysieb12@mail.nysed.gov.

A summary of the strengths and weaknesses of the application, as well as recommendations for improvement will be emailed back to the applicant within ten (10) business days.

Award Protest Procedures

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of the notice of non-award. The protest letter must be filed with:

NYS Education Department
 Contract Administration Unit
 Attention: Richard P. Duprey, GC#13-006
 89 Washington Avenue, Room 505W EB
 Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED’s Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest

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.

Grantees' Responsibility

Projects must operate under the jurisdiction of the local Board of Education of the School District which serves as the fiscal agent for the grant 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 policy by the lead fiscal agency, concerning wages, mileage and travel allowances, overtime compensation and 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** at <http://www.oms.nysed.gov/cafe/>.

IX. Application Evaluation Rubric

NYSIEB Leadership Program
(for reviewer use only)

| | | | |
|----------------|-----------------|-----------------------|--------------------------|
| Applicant: | | | |
| Reviewer Name: | Date Completed: | Funding Requested: \$ | Score: (out of 69 total) |

Rating Guidelines:

| | |
|------------|--|
| Very Good: | Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed ideas. |
| Good: | General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses. |
| Fair: | Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail. |
| Poor: | Does not meet the criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met. |
| N/A | The response does not address the criteria or simply re-states the criteria. |

| Proposal Narrative [56 points] | Very Good | Good | Fair | Poor | N/A |
|--|-----------|------|------|------|-----|
| 1. School and Principal's Interest [16 points] | | | | | |
| a. Describes the emergent bilingual population served by the school, and their specific needs. | 7-8 | 5-6 | 3-4 | 1-2 | 0 |
| Convincingly describes principal's interest in this professional development program, including, if applicable, any personal experiences with bilingualism. | 7-8 | 5-6 | 3-4 | 1-2 | 0 |
| 2. Principal's Commitment [32 points] | | | | | |
| a. Has a plan to commit to meeting the NYSIEB Leadership Program requirements as described in Section III in the RFP, including full participation in seminars, cooperation with the NYSIEB Research Team in hosting 4-5 on-site visits to the school, and developing an Instructional Improvement Plan for Emergent Bilinguals. | 7-8 | 5-6 | 3-4 | 1-2 | 0 |

| | | | | | |
|---|--------------------|-----|-----|-----|---|
| b. Shows commitment to improving programming through the incorporation of research-proven best practices for emergent bilinguals, and has made past efforts to learn about and improve the education of emergent bilinguals. | 7-8 | 5-6 | 3-4 | 1-2 | 0 |
| c. Is committed to the creation of a bilingual ecological context in the school, in keeping with NYS' aspirations to prepare students for the global world of today. | 7-8 | 5-6 | 3-4 | 1-2 | 0 |
| d. Identifies school staff who will attend two (2) seminar meetings and who will participate fully in an Emergent Bilingual Leadership Team at the applicants school. Describes the principal's commitment to provide the EBL Team with planning time to evaluate current programming and develop an Instructional Improvement Plan at the completion of the seminars for implementation during the 2012-13 school year. | 7-8 | 5-6 | 3-4 | 1-2 | 0 |
| Extra Credit [4 points] | No | | Yes | | |
| School has 20 or more emergent bilinguals, who speak the same native language, in the same class, for at least two grades. | 0 | | 4 | | |
| School has submitted an Attachment E form signed by the principal and district representative, indicating that a district, or network team in the case of New York City, staff will participate in the CUNY-NYSIEB seminars and on-site school visits. | 0 | | 4 | | |
| Total Score | (out of 56) | | | | |

Reviewer's Comments:

| School Budget Form and Budget Narrative [13 points] | Very Good | Good | Fair | Poor |
|--|-------------|------|------|------|
| a. The School Budget Form [Attachment F] is completed for the first year of the program with clear and specific information for each category heading and is consistent with the Budget Narrative | 3 | 2 | 1 | 0 |
| b. Budget Narrative describes how the proposed expenditures in the School Budget Form are aligned with the program activities, reasonable in cost and necessary for the achievement of the program goals | 10-8 | 7-5 | 4-1 | 0 |
| Total Score | (out of 13) | | | |

Reviewer's Comments:

**2012 Leadership Development for Principals
to Create Programs for Emergent Bilingual Students**

Competitive Grant Application

**Application Cover Page
Agency Code**

| | | | | | | | | | | | | |
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|--|---------------------------------------|
| Name of Applicant: | Contact Person: |
| Address: | Title: |
| | Telephone: |
| City: Zip Code: | Fax: |
| Email: | |
| <p>I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, Appendix A-1G, and that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p> | |
| Authorized Signature (in blue ink) | Title: Chief School/Executive Officer |
| Typed Name: | Date: |

Application Checklist

Listed below are the required documents for a complete application package, in the order that they **must** be submitted. The complete application must be signed and submitted by the district, with the necessary forms from each school applying included in the application. See below for instructions on the forms required from each school and the forms required from the district. Use this checklist to ensure that your application submission is complete. Incomplete applications will not be reviewed.

Required Documents to Be Submitted in the Following Order

| | Document | Completed By |
|--------------------------|--|---------------------|
| <input type="checkbox"/> | Application Cover Page with original signatures in blue ink | District |
| <input type="checkbox"/> | Application Checklist | District |
| <input type="checkbox"/> | Attachment B: Participating School Data | District |
| <input type="checkbox"/> | Attachment C: Statement of Assurances with original signatures in blue ink | District |
| <input type="checkbox"/> | FS-10 Budget Form for district, with sum of budgets for all schools applying in the district; original signature in blue ink | District |
| <input type="checkbox"/> | Attachment D: Principal Commitment Certification (original signature in blue ink by the principal of each school included in the application) | School |
| <input type="checkbox"/> | Proposal Narrative (no more than 2 pages, single-spaced for each school included in the application and written by the school's principal). | School |
| <input type="checkbox"/> | Budget Narrative (no more than one page, single-spaced for each school included in the application) | School |
| <input type="checkbox"/> | Attachment F: School Budget Form (for each school included in the application) | School |
| <input type="checkbox"/> | (Optional for extra credit) Attachment E: District Staff/Network Team Commitment Certification | School |

Attachment A: Eligible Schools

The following list of schools are those schools in eligible districts (defined above) which are focus and priority schools with above average numbers of emergent bilinguals and below average performance of emergent bilinguals.

| Region | District | School Name |
|----------------------------------|------------------------------------|--------------------------------------|
| Long Island | Central Islip UFSD | Central Islip Senior High School |
| | | Ralph Reed School |
| | Hempstead UFSD | Alverta B Gray Schultz Middle Sch |
| Rockland | East Ramapo CSD (Spring Valley) | Spring Valley High School |
| Hudson Valley | Newburgh City SD | Temple Hill School |
| New York City | NYC Geog Dist # 2 - Manhattan | Hs Of Graphic Communication Arts |
| | | Manhattan International High School |
| | | Norman Thomas High School |
| | | Washington Irving High School |
| | NYC Geog Dist # 5 - Manhattan | Is 195 Roberto Clemente |
| | | Ps 123 Mahalia Jackson |
| | NYC Geog Dist # 6 - Manhattan | Community Health Acad Of The Heights |
| | | High School-Health Careers & Scies |
| | NYC Geog Dist # 7 - Bronx | Alfred E Smith Career-Tech High Sch |
| | | Jhs 162 Lola Rodriguez De Tio |
| | | Ms 224 |
| | | Performance School |
| | | Ps 1 Courtlandt School |
| | | Ps 179 |
| | | Ps 277 |
| | | Samuel Gompers Career/Tech Ed Hs |
| | | Young Leaders Elementary School |
| | NYC Geog Dist # 8 - Bronx | Herbert H Lehman High School |
| | | Jane Addams Hs For Academic Careers |
| | | Jhs 123 James M Kiernan |
| | | Jhs 125 Henry Hudson |
| | NYC Geog Dist # 9 - Bronx | Bronx Writing Academy |
| | | Is 117 Joseph H Wade |
| | | Is 313 School Of Leadership Dev |
| | | J Levin High School-Media & Commun |
| | | Jhs 145 Arturo Toscanini |
| | | Jhs 22 Jordan L Mott |
| Ps 114 Luis Lorens Torres School | | |

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|---------------------------------|--------------------------------------|
| | Ps 132 Garrett A Morgan |
| | Ps 230 Dr Roland N Patterson |
| | Ps 64 Pura Belpre |
| | Sheridan Academy For Young Leaders |
| | The Family School |
| NYC Geog Dist #10 - Bronx | Dewitt Clinton High School |
| | Grace H Dodge Career And Tech Hs |
| | Is 206 Ann Mersereau |
| | Jhs 80 The Mosholu Parkway |
| | John F Kennedy High School |
| | Ps 226 |
| | Ps 85 Great Expectations |
| | The Angelo Patri Middle School |
| | Thomas C Giordano Ms 45 |
| NYC Geog Dist #11 - Bronx | Christopher Columbus High School |
| | Jhs 127 The Castle Hill |
| NYC Geog Dist #12 - Bronx | Entrada Academy |
| | High School Of World Cultures |
| | Monroe Acad For Visual Arts & Design |
| | Ps 211 |
| | Ps 50 Clara Barton |
| | School Of Science & Applied Lrng |
| NYC Geog Dist #14 - Brooklyn | Jhs 50 John D Wells |
| | Juan Morel Campos Secondary School |
| NYC Geog Dist #15 - Brooklyn | Is 136 Charles O Dewey |
| NYC Geog Dist #17 - Brooklyn | Ebbetts Field Middle School |
| NYC Geog Dist #19 - Brooklyn | Is 171 Abraham Lincoln |
| | Jhs 302 Rafael Cordero |
| | Multicultural High School |
| NYC Geog Dist #20 - Brooklyn | Jhs 220 John J Pershing |
| NYC Geog Dist #21 - Brooklyn | International High Sch-Lafayette |
| | Is 228 David A Boody |
| NYC Geog Dist #24 - Queens | Grover Cleveland High School |
| | Pan American International Hs |
| NYC Geog Dist #26 - Queens | Martin Van Buren High School |
| NYC Geog Dist #27 - Queens | Richmond Hill High School |
| NYC Geog Dist #28 - | |
| | Jamaica High School |

| | | |
|---------------|---------------------------------|------------------------------------|
| | Queens | |
| | | Ps 151 Mary D Carter |
| | NYC Geog Dist #32 - Brooklyn | Is 347 School Of Humanities |
| | | Is 349 Math, Science & Technology |
| | | Jhs 162 The Willoughby |
| | | Jhs 291 Roland Hayes |
| | | Jhs 296 The Halsey |
| | | Ps 377 Alejandina B De Gautier |
| Western NY | Buffalo City Sd | Bilingual Center |
| | | Buffalo Elem Sch Of Technology |
| | | Dr A Pantoja Comm Sch Excllnce |
| | | D'youville-Porter Campus |
| | | Frank A Sedita School #30 |
| | | Herman Badillo Community School |
| | | International School |
| | | Native American Magnet |
| | | Waterfront School |
| | Rochester City Sd | East High School |
| | | James Monroe High School |
| | | School 17-Enrico Fermi |
| | | School 22-Lincoln School |
| | | School 28-Henry Hudson |
| | | School 35-Pinnacle |
| | | School 9-Dr Martin Luther King Jr |
| | | Thomas Jefferson High School |
| | Syracuse City Sd | Blodgett K-8 School |
| | | Delaware Academy |
| | | Dr Weeks Elementary School |
| | | Fowler High School |
| | | Franklin Elementary School |
| | | Frazer K-8 School |
| | | Grant Middle School |
| | | Hurlbut W Smith K-8 School |
| | | Nottingham High School |
| | Seymour Dual Language Academy | |
| Central NY | Utica City Sd | General Herkimer Elementary School |
| | | John F Kennedy Middle School |
| | | Senator James H Donovan Middle Sch |
| | | Thomas R Proctor High School |
| Westchester | Yonkers City Sd | Enrico Fermi School-Perf Arts |
| | | Robert C Dodson School |

Attachment B: Participating School Data

The following information is required to be filled out by each district submitting an application on behalf of eligible schools, as part of the application. Only schools that appear on the list of eligible schools in Attachment A may be listed. A proposal narrative, budget narrative and school budget form, and principal commitment form must be completed and submitted for each school listed.

| School Name | Grade Level (Elem, Midd, High) | Number of Emergent Bilinguals | Top Home Languages Spoken by Emergent Bilinguals | Grades with 20 or More Emergent Bilinguals in the Same Class, Who Speak the Same Home Language | Current Program Type (ESL, Bilingual, Dual Language) |
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Note: Use additional pages if needed.

Attachment C: Statement of Assurances

STATEMENT OF ASSURANCES

On behalf of the applicant agency, I hereby apply for a grant of State funds to provide educational activities and services as set forth in this application. I assure the collaborative development/implementation of a plan to provide extended school day programs and/or school violence prevention strategies. This collaboration will include: participation in grant-related meetings, review of data to identify needs, identification of students to be served, provision of services and evaluation of program effectiveness.

FURTHER: I hereby certify that the information contained in this application is correct and in total compliance with appropriate State laws and regulations.

I hereby certify that the requested budget amounts shown in the corresponding proposed budget for the operation of a state aided project (FS-10) are necessary and appropriate to the implementation of this project and do not supplant funds otherwise available.

I hereby certify that this agency agrees to comply with the following civil rights authorities, their implementing regulations and appropriate federal and State guidelines: Title IV of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

I hereby certify that this agency agrees to comply with the Grantee Requirements set forth in this request for proposal.

Signature [District Chief School/Executive Officer]

Print Name and Title

Attachment D: Principal Commitment Certification

- The undersigned principal is committed to meeting the NYSIEB Leadership Program requirements as described in Section III of the RFP, including full participation in seminars, cooperation with the NYSIEB Research Team in hosting 4-5 on-site visits to the school, and the development of an Instructional Improvement Plan for Emergent Bilinguals.
- The undersigned principal is committed to improving programming through the incorporation of research-proven best practices for emergent bilinguals. Include, if applicable, any past efforts made to learn about and improve the education of emergent bilinguals.
- The undersigned principal is committed to creating a bilingual ecological context in the school, in keeping with NYS' aspirations to prepare students for the global world of today.

Principal Signature

Print Name

Name of School

School District

Attachment E: District Staff/Network Team Staff Commitment

The following should be signed by both the principal and the relevant district, or Network Team in New York City, staff. Schools that submit this form signed by both parties will receive four extra credit points on their application.

- The undersigned principal and District, or Network Team in the case of New York City, staff are committed to participating in the NYSIEB Leadership Program requirements as described in Section III of the RFP, including joint participation in seminars and on-site visits to the school, and the development of an Instructional Improvement Plan for Emergent Bilinguals.
- The undersigned principal and District, or Network Team in the case of New York City, staff are committed to improving programming through working together to incorporate research-proven best practices for emergent bilinguals.
- The undersigned principal and District, or Network Team in the case of New York City, staff are committed to working together to create a bilingual ecological context in the school, in keeping with NYS' aspirations to prepare students for the global world of today.

Principal Signature

Print Name

Name of School

District Staff Signature

Print Name and Title

School District

Attachment F: School Budget Form

To be completed by each school applying. The budget narrative and school budget form must correspond. Corresponding FS-10 Categories have been provided to facilitate district calculations for the FS-10 Budget Form.

| Budget Category | Description of Proposed Use of Funds/Proposed Items to Purchase | Amount | Corresponding FS-10 Category |
|---|--|---------------|---|
| 1. Release Time | | | [Salaries for Professional Staff or Salaries for Support Staff] |
| 2. Transportation | | | [Travel Expenses] |
| 3. Materials, Supplies and/or Equipment | | | [Supplies and Materials or Equipment] |

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, licensor, licensee, lessor, lessee or any other party):

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal

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

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements,

licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

Fax: 518-292-5884
http://www.empire.state.ny.us

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE

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

24. PROCUREMENT LOBBYING.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State. (December 2011)

APPENDIX A-1 G

X. 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. Variations in each budget category not exceeding ten percent (10%) of such category may be approved by the Commissioner of Education. Any such variations shall be reflected in the final expenditure report and filed in the Office of the State Comptroller. Variations in each budget category which do exceed ten percent (10%) of such category must be submitted to the Office of the State Comptroller for approval.
- 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.

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.