

**Model P-20 Partnerships for Principal Preparation**  
**“Equipping School Building Leaders”**

**Announcement of Funding Opportunity**

<b>Legislative Authority</b>	The Model P-20 Partnerships for the Principal Preparation program is authorized under Title II, Part A of the Every Student Succeeds Act.
<b>Purpose of Grant</b>	<p>The New York State Education Department (the Department) will use state set-aside monies from its federal Title IIA funds to establish model P-20 partnerships for principal preparation. Partners will collaborate on the re-design of preparation programs so aspiring building leaders who emerge are better equipped to take on the challenges of leading high-need schools and to achieve improved outcomes for all students.</p> <p>The ultimate vision is to spur and support a growing statewide network of Regional P-20 Partnership Programs that share the aim of improving principal preparation and thus enhancing staff and school performance and contributing to improved student academic success. The Department’s vision is that one day such programs will enable sizable cohorts of candidates to participate in clinically-rich, full-year, full-time, internships at no cost to the candidate.</p>
<b>Project Period</b>	The funding period includes: July 1, 2018-June 30, 2019 and July 1, 2019-Sept. 30, 2020. <b>Please note that for applications postmarked by the extended deadline of August 7, 2018, the program start date is August 15, 2018.</b>
<b>Eligible Partnerships and Memorandum of Agreement</b>	<p>For this grant opportunity, an eligible public school district (listed in <b>Eligible Applicants and Allocation of Funds</b>) must form an eligible partnership and submit a Memorandum of Agreement (MOA) signed by all partners and initialed on every page by each partner. The public-school district partner must serve as the applicant/fiscal agent for this grant program.</p> <p>Each eligible partnership must include three organizations:</p> <ul style="list-style-type: none"> <li>(1) an eligible public school district (these are listed in Table 1);</li> <li>(2) an institution of higher education (IHE) with a graduate program in school leadership that is registered with the Department; and</li> <li>(3) another entity with leadership development expertise (hereinafter “leadership development partner entity” or LDP entity).</li> </ul> <p>The role of each partner is to be decided collaboratively by the partners and described in the MOA.</p> <p>The requirement that the IHE partner have a registered graduate program in school leadership is to establish the partner’s qualifications to carry out</p>

	<p>the terms of this program; however, the funding is for partnerships to develop a new program, pursuant to the terms of this RFA.</p> <p><b>Applicants must submit a Memorandum of Agreement (MOA) signed by all three required partners and initialed on every page by each partner in order to be funded.</b> The MOA must (a) outline how the partnership will re-design programming to better prepare school building leaders—including a list of the Required Project Design Elements— (b) specify the role of each partner, and (c) detail all services each partner commits to provide and when they are expected to do it. <b>(See Sample Memorandum of Agreement Template.) Letters of support will not be accepted in lieu of a required partner’s signature on the MOA.</b></p>
<b>Amount of Funding</b>	\$5.8 million over two years: \$3.9 million will be allocated in 2018-19 (Year 1) and \$1.9 million in 2019-20 (Year 2).
<b>Application Due Date and Submission Instructions</b>	<p><b>The postmark deadline for this grant opportunity has been extended from June 29, 2018 to August 7, 2018. If an applicant previously submitted a timely application, they DO NOT NEED TO RESUBMIT under this extension.</b> Submit one (1) original signed application and four (4) copies of the application (in the format described in this Request for Applications, “RFA”) labeled- RFA #18-026, along with one (1) CD or flash drive containing a copy of the signed application in Microsoft Word (.doc) format or portable document format (.pdf). Include all relevant appendices and required attachments on the CD or flash drive.</p> <p>The mailing address for all the above documentation is:</p> <p style="text-align: center;">NYS Education Department Attn: Allison Armour-Garb 89 Washington Avenue, Room 975 EBA Albany, NY 12234 ATTN: RFA #GC18-026</p> <p>Applicants are responsible for making sure the application package is complete and in the correct order based on the <b>Application Checklist</b>.</p>
<b>Questions and Answers</b>	The question and answer period for this grant opportunity closed on June 14, 2018. A complete list of all Questions and Answers is posted to <a href="#">NYSED's P-20 Grants website</a> .

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## Definitions of Terms

**Competency-Based Education** – One purpose of this pilot program is to define and develop a model for competency-based principal preparation for New York State. Therefore, NYSED does not wish to provide a strict definition that could inhibit innovation. To guide project design, NYSED offers the following characteristics that reflect the Department’s vision for a competency-based approach:

- Students must demonstrate their proficiency in applying what they have learned in each competency area, rather than simply complete courses and an unstructured internship.
- During the coursework and the internship, students progress at their own pace. A student’s prior knowledge or experience can help accelerate his or her progress in the program. Alternatively, a student can take extra time if needed to master and demonstrate new content and skills.

Source: Roberta L. Ross-Fisher, "Implications for educator preparation programs considering competency-based education," *The Journal of Competency-Based Education*, 26 May 2017.

**Evidence based** - The term “evidence-based” under the Every Student Succeeds Act (“ESSA”) means an activity, strategy, or intervention that demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on four tiers of evidence:

- (1) Strong evidence from at least one well-designed, well-implemented experimental study (random assignment)
- (2) Moderate evidence from 1 or more well-designed and -implemented quasi-experimental study (non-random assignment)
- (3) Promising evidence from at least one well-designed and -implemented correlational study with statistical controls for selection bias
- (4) Demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes and includes ongoing evaluation efforts to examine the effects of such activity, strategy or intervention

Source: Public Law No. 114-95, ESSA, Title VIII, Sec. 8002, Definitions, December 10, 2015, pp. 289–290.

**Leadership Development Partner** - LDP entities may include Boards of Cooperative Educational Services (BOCES), professional organizations that represent school building leaders in collective bargaining, IHE-based centers that provide leadership

development separate and apart from the degree-granting academic program, and/or organizations with a record of accomplishment in leadership development. LDPs can be for-profit or not-for-profit organizations. Note that if the applicant public school district wishes to partner both with an IHE that has a registered graduate program and with an LDP that is a separate unit within the same IHE, NYSED would consider that an eligible partnership; but in no case may a partnership with an LDP substitute for the required partnership with an IHE that has a graduate program in school leadership registered with NYSED.

## **Project Design Expectations**

The purpose of this program is to establish model partnerships between IHEs with registered leadership preparation programs, eligible public school districts, and other organizations with experience supporting, developing, and training new principals, to improve the preparation of school building leaders. The funded partnerships will develop and implement a program leading to New York State SBL certification, which will prepare candidates to successfully take on the challenges of leading schools and achieve improved outcomes for all students.

Partnerships are encouraged to use innovative techniques to better prepare individuals to become school building leaders. That means exposing candidates to the full breadth of knowledge, skills, and experiences to lead, guide, and support schools.

In order to be funded, the project must include the following required elements:

### **Required Project Design Elements**

1. During Year 1, apply for and register the pilot preparation program with NYSED. Pilots must comply with applicable program registration and accountability requirements. The Department intends to propose pilot program registration regulations in fall 2018 that will allow for substantial innovation in program design.
2. Jointly develop competencies aligned to the 2015 *Professional Standards for Educational Leaders* (PSELs) and use those as the framework for competency-based coursework and internships.
3. Design and deliver a pilot preparation program that is registered with NYSED and enables candidates to develop and demonstrate proficiency with respect to these competencies. Programming must include a minimum of 30 credit hours. Consistent with the competency-based approach, course sequence, format, and required content may vary depending on each individual candidate's strengths and weaknesses. If appropriate, programs may grant credit for equivalent coursework completed by a candidate in a previous graduate program.
4. Jointly design competency-based rubrics to determine if the candidate has in fact demonstrated the ability to take on the challenges and responsibilities of leading a school.
5. Design a process, aligned to the PSELs, whereby judgments of candidate mastery of individual competencies (including evaluation of candidate performance on the competency-based rubrics described above) and summative judgments of candidate readiness to be recommended for certification as a School Building Leader are made jointly by representatives of the IHE, the LDP, and the participating school district. Implement this process for all candidates as a

requirement for program completion. These judgments shall be based on extensive documentation and evidence and shall be educationally sound, credible, defensible, reliable, and valid for their intended purpose. Representatives from each of the partners must sign off on the candidate's readiness to lead a school building before the IHE can recommend the candidate for New York State certification. Prior to issuing the SBL certificate, the Department reserves the right to review all documentation and evidence used by the partners in making the recommendation for SBL certification. *Note: Each candidate will be required to take an SBL examination, as determined by the Commissioner, in order to become SBL-certified. Candidates will also need to pass the Educating All Students exam and all required workshops and receive fingerprint clearance, if they have not already done so.*

6. Enroll at least one cohort of aspiring principal candidates during the funded project period, to begin the program in either Year 1 or Year 2. For Big 5 districts (New York City, Buffalo, Rochester, Syracuse, and Yonkers), the required minimum cohort size for this project is 15 principal candidates. The required minimum cohort size for smaller districts (Mount Vernon and Schenectady) is 5 principal candidates. Projects may enroll more than the minimum, but not fewer, in each cohort. However, projects need not enroll a cohort every year. **Pilot projects may only admit and enroll candidates who do not currently hold SBL certification.**
7. Provide extended (at least one academic year long) internship learning experiences for aspiring principals that are grounded in a competency-based and well-supervised set of practical experiences. Consistent with the purpose of exposing candidates to the full breadth of knowledge, skills, and experiences involved in leading schools, the principal-intern shall engage in sustained and rigorous clinical learning with substantial leadership responsibilities and an opportunity to practice and be evaluated in an authentic school setting, consistent with the PSELs. The internship must be designed to encompass the full-day experience throughout the regular school year, when students are in session, and may not be conducted "around the edges" of a candidate's employment.
8. Define the qualifications, expectations, and professional responsibilities of mentors and coaches of aspiring principals. Define the role of each partner (IHE, district, and LDP) in assuring high quality mentoring/coaching. Pair each candidate with high-quality coaching and mentoring support throughout the internship and continuing through the first full year that the candidate is in the principal job.
9. Monitor the identification, development, and placement of school leader candidates and provide updates on these candidates to the Department so that



the Department can ensure projects are successfully fulfilling program aims and requirements and quantify model impact. *Note: Under ESSA, expenditure of Title IIA funds must include a sound plan for program evaluation. The Department may specify which data must be collected and submitted by each project in order for this evaluation to be conducted.*

10. Provide sufficient space and other resources for the effective operation of the project activities.
11. Design into the pilot ways to build sustainability and progressively shift financial responsibility from the candidates and Title II funding to the P-20 partnership. In budgeting and planning for sustainability, the partnership should be certain to support these established activities through reliable and stable funding sources. In budgeting and planning for sustainability, Title IIA funds should support but not serve as the sole source of funding for this work. The Department will monitor project success, with the intention of registering successful programs to continue in operation beyond the pilot grant period if they meet the regulatory requirements established by the Department for this program. If successful, a program may be allowed to expand to include additional school districts and/or other partners.

#### **Other (optional) program characteristics to consider**

- a. Use tools that meet ESSA evidence requirements to prepare aspiring principals, so they can organize time in ways that improve instructional focus—e.g., the use of School Administration Managers or SAMs (see RAND report titled *School Leadership Interventions Under the Every Student Succeeds Act: Evidence Review*, Jan., 2017, pg. 24). Under ESSA, expenditure of Title IIA funds must be evidence-based and must include a logic model. See Definitions of Terms for an explanation of ESSA's evidence requirements. See **Resources for Evidence-Based Interventions** for more information about the RAND report and SAMs.
- b. Design and launch the systems to disseminate lessons learned, so they inform the field and the State Education Department, and to fine-tune the development of a framework for Regional P-20 Partnerships Programs.
- c. Design into the pilot ways of having IHE faculty to co-teach graduate level courses with successful practicing school administrators.
- d. Design a detailed recruitment plan with goals, targets, and milestones for the purpose of recruiting, selecting, developing, and placing in school leadership roles individuals from historically under-represented populations and

subsequently to annually increase the number and percent of candidates from these historically-under-represented student populations.

- e. Consider using part or all of Year 1 as a planning period.
- f. Consult models developed in other states. See Appendix B: Resources for Establishing a P20 Principal Preparation Partnership for a sample Memorandum of Understanding from Illinois.

### **Resources for Evidence-Based Interventions**

Because Title IIA is the funding source for these P-20 Partnerships, New York State is obligated to demonstrate that interventions used meet evidence requirements under *ESSA*. The following document from The RAND Corporation provides helpful guidance related to the evidence requirements under *ESSA*. As well, it cites specific interventions that meet the *ESSA* evidence requirements. See R. Herman, et alia, *School Leadership Interventions Under the Every Student Succeeds Act: Evidence Review*, Jan., 2017, The RAND Corporation. In particular, see the following:

Tables 1 and 2	Pages 10-11	Tiers of evidence defined
Table 5	Page 18	School Leadership Improvement Programs
Tables 7a and 7b	Pages 20-21	Principal Preparation Programs
Table 9	Page 23	Professional Learning
Table 10	Page 24	Working Conditions
Table 11	Page 26	School Improvement Programs

Figure 1 illustrates additional interventions identified in the RAND report, including principal preparation programs; recruitment, selection, and placement; supervision and evaluation; professional learning; working conditions; and school improvement.

Figure 1: Principal Talent Pipeline



This display is adapted from one created by Matt Clifford and Catherine Barbour (American Institute for Research) for use in a February 2018 webinar titled "Recruiting and Selecting Turnaround Leaders" for the Wallace Foundation. March 21, 2018

In particular, one intervention is cited within this RFA (see paragraph “a” on page 9). That refers to an intervention cited by RAND, namely the School Administration Manager. This provides a mechanism for ensuring that increased principal time is spent on instructional activities. It utilizes baseline task analysis, daily meetings with School Administration Manager, time change coach, and follow-up data analysis. (see page 24 of R. Herman, et alia, *School Leadership Interventions Under the Every Student Succeeds Act: Evidence Review*, Jan., 2017, The RAND Corporation)

NYSED maintains an online library containing 109 publications on the topic of principal preparation. It can be found on the [Principal Project Advisory Team website](#).

Additional references:

L. Daugherty, R. Herman, F. Unlu, *Logic Models for Selecting, Designing, Implementing, Evidence-Based School Leadership Interventions*, 2017, The RAND Corporation, pg. 24

R. Herman, et alia, *School Leadership Interventions Under the Every Student Succeeds Act: Evidence Review*, Jan., 2017, The RAND Corporation

**Allowable Expenditures**

A minimum of 76% of Year 1 grant funds must be obligated by June 30, 2019. All Year 2 grant funds must be obligated by September 30, 2020.

Funds may be used for program design, launch, and maintenance as well as to support members of the cohort to allow them to participate in a job-embedded internship.

Allowable expenses include:

- direct personal services (i.e., professional and support staff salaries)
- fringe benefits
- indirect costs at the approved rate
- travel
- purchased services, for direct educational services (i.e., mentoring, coaching, support staff) that are provided by IHE-based partners and/or for-profit or not-for-profit organizations that are signatories of the Memorandum of Agreement that establishes the P-20 Partnership.
- guest teacher or substitute costs
- Other expenses that are reasonable and necessary to achieve program goals and objectives, as specified by the applicant and approved by SED.

### **Non-Allowable Expenses**

1. Funds may not be used for any purpose disallowed under applicable federal law.
2. Funds may not be used for construction or renovation of classroom or office space.
3. Funds may not be used for organizational dues.
4. Funds may not be used for items not specifically allowed under the categories identified above or for purposes other than those described in the approved grant application.

Expenses for activities not included in the approved budget will not be reimbursed by the Department.

### **Budget Amendments and Transfer of Funds**

Form FS-10-A: Proposed Amendment for a Federal or State Project must be used to request a budget amendment and must be submitted to SED for review. This form need only be submitted for budget changes that require prior approval as follows:

- Personnel positions, number and type
- Equipment items having a unit value of \$5,000 or more, number and type
- Minor remodeling
- Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or \$1,000, whichever is greater
- Any increase in the total budget amount.

All FS-10-A forms must be submitted any time between the start date of any funding year and July 31st of that year. Funds should not be expended unless and until the budget amendment has been approved in writing.

### **Eligible Applicants and Allocation of Funds**

School district eligibility criteria were set to ensure the model program meets the following objectives:

- (1) Participating districts have a high need for effective school leaders. New York's commitment to equity prompts us to situate these projects in districts with high need, in terms of both student demographics and academic outcomes. The greater the need, the higher the potential for the project to benefit students.
- (2) The total number of eligible districts is limited to ensure that each project has sufficient funding to establish a successful model.
- (3) Participating districts have a variety of schools/settings in which candidates can gain clinical experience and a critical mass of sitting school leaders who can conduct observations and serve as supervisors, mentors, and coaches.

With these objectives in mind, four criteria were applied:

- (1) The district has a high level of student need in comparison with the availability of local resources. This is measured using the need/resource capacity index
- (2) The district is a re-identified Focus District. This means that the district has shown low academic performance on the Grades 3-8 ELA and Math Tests or low graduation rates for certain groups of students, such as those who are economically disadvantaged, students with disabilities, and English language learners, and that performance is not improving.
- (3) The district has substantial numbers of students who are economically disadvantaged (>70%).
- (4) The district has a minimum of 15 schools.

The following table lists the districts that meet the eligibility criteria.

Table 1. Eligible Public-School Districts

<i>School District Name</i>	<i>Need/Resource Capacity*</i>	<i>Re-Identified Focus District?</i>	<i>% of total student enrollment that is eligible for free or reduced-price lunch</i>	<i>District has 15 or more schools</i>
(1) NYC	High Needs/Resource Capacity (NYC)	Y	74%	1536
(2) Buffalo	High Needs/Resource Capacity: Large City	Y	79%	54
(3) Syracuse	High Needs/Resource Capacity: Large City	Y	82%	32
(4) Rochester	High Needs/Resource Capacity: Large City	Y	90%	50
(5) Yonkers	High Needs/Resource Capacity: Large City	Y	78%	39
(6) Mount Vernon	High Needs/Resource Capacity: Urban-Suburban	Y	78%	16
(7) Schenectady	High Needs/Resource Capacity: Urban-Suburban	Y	84%	15

Sources: <http://www.p12.nysed.gov/irs/accountability/2011-12/NeedResourceCapacityIndex.pdf>; 2016-17 School Year Report Card Database (<https://data.nysed.gov/files/reportcards/16-17/SRC2017.zip>); District and School Accountability Status: 2017-18 School Year (<http://www.p12.nysed.gov/accountability/documents/AccountabilityStatus2017-18.xlsx>)

The following table illustrates how \$5.8 million in Title IIA funds will be allocated. \$3.9 million will be allocated in 2018-19 (Year 1) and \$1.9 million in 2019-20 (Year 2). A minimum of 76% of Year 1 grant funds must be obligated by June 30, 2019. All Year 2 grant funds must be obligated/encumbered by September 30, 2020. For an explanation of when encumbrances (or obligations) are incurred, see [Fiscal Guidelines for Federal and State Grants](#).

Table 2. Total distribution of funds to qualifying applicants

<b>District</b>	<b>Percentage of Funding</b>	<b>Funding Amount Per District</b>
New York City	25%	\$1,450,000
Buffalo, Rochester, Syracuse, Yonkers	15% each	\$870,000
Mount Vernon, Schenectady	7.5% each	\$435,000

**Method of Award**

The anticipated funding of \$5.8 million will be allocated among all eligible applicants who successfully complete the application requirements outlined in this document. Prior to making awards, the Department will carefully review each submitted application and MOA to ensure that it is consistent with the purpose of the grant, meets all program requirements, and contains sufficient detail as to how the project will ensure completers are prepared to take on the responsibilities of leading a school. If all seven eligible applicants are funded, the allocations will be as shown in the above table.

If new or additional funding becomes available, or if any of the eligible applicants do not apply under the current RFA, and the Department chooses to distribute the funding to applicants of this current RFA, the Department will allocate the funds among already awarded programs. Programs will be required to submit a revised budget as well as a written description of how the additional funds will be used, for Department review and approval.

Maximum request amounts will be established by distributing funding proportionally (based on the relative sizes of the above initial grant allocations) to those institutions that accept the opportunity for additional funding.

**Project Requirements**

**Payments and Reporting**

- 1. An Interim Report will be required on or before December 31, 2018.**

2. **A Year 1 Final Report will be required on or before July 31, 2019.**
3. **A Final Report will be required on or before October 15, 2020** for activities conducted July 1, 2018 through September 30, 2020. **(Please note that for applications postmarked by the extended deadline of August 7, 2018, the reporting period will begin August 15, 2018.)**
4. The NYSED Program Office will distribute reporting forms to school districts at least 30 days prior to report dates. Grantees will be required to report a semi-annual report in addition to their final report.
5. The Department reserves the right to require additional data collection and reporting as necessary for program evaluation.
6. Payments are generated by the submission of an FS-25: Request for Funds for a Federal or State Project form. Requests for Interim Payments may only represent actual expenditures. All FS-25's must be submitted directly to the State Education Department Grants Finance Unit at the address listed on the form for payment.
7. Funds will be provided through a 20% initial payment within 90 days of start date of grant, up to 70% based upon submitted FS-25 forms as interim payments; the final 10% will be reimbursed upon completion of an FS-10-F: Final Expenditure Report for a State or Federal Project is submitted to the Grants Finance Unit and approved. The FS-10-F is due in the Grants Finance Unit no later than 15 days after the end of the grant term.
8. Failure to provide required reports when requested may result in a stop payment on future payments and jeopardize future awards until the situation has been resolved to the satisfaction of the NYSED.

Please refer to the **FISCAL GUIDELINES FOR FEDERAL AND STATE AIDED GRANTS** at: <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>

### **ELECTRONIC PROCESSING OF PAYMENTS**

In accordance with a directive dated January 22, 2010 by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments. Additional information and authorization forms are available at the [State Comptroller's website](#).



### **Entities' Responsibility**

Projects must operate under the jurisdiction of the local board of education, or other appropriate governing body, and are subject to at least the same degree of accountability as all other expenditures of the local agency. The local board of education, or other appropriate governing body, is responsible for the proper disbursement of, and accounting for project funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations and inventory control must be followed. Supporting or source documents are required for all grant related transactions entered into the local agency's recordkeeping systems. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time and effort records, delivery receipts, vendor invoices, travel documentation and payment documents.

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

For additional information about grants, please refer to the [Fiscal Guidelines for Federal and State Aided Grants](#).

### **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.

### **Requirements for Funding**

**Registration In Federal System for Award Management (SAM)** – In order to be awarded federal funds, an agency must be registered (and then maintain a current

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

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

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

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

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

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

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

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

### **PROOF OF COVERAGE REQUIREMENTS**

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

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

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

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

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

**Proof of Disability Benefits Coverage**

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

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

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

## **Application Guidance**

To qualify for funds, eligible districts will submit an application that includes all of the materials listed in the **Application Checklist**

This section provides guidance on the content and format for each component of that submission.

### **Memorandum of Agreement Requirements**

Applicants must submit a Memorandum of Agreement (MOA) signed by all three required partners and initialed on every page by each partner in order to be funded. The MOA must:

- (a) include the above list of Required Project Design Elements;
- (b) specify the role of each partner in re-designing programming to better prepare school building leaders, and
- (c) detail the services each partner commits to provide and when they are expected to do it.

### **Proposal Narrative Content**

The proposal narrative should clearly explain how the partnership aims to plan, implement, and operate a program that re-designs principal preparation and prepares a cohort of candidates with the knowledge, skill, and experiences to lead, guide, and support schools to higher levels of performance.

The narrative should be organized as follows:

- (1) Executive Summary -- This section summarizes the proposal's purpose, scope and outcomes.
- (2) Organizational Background and Capacity—This section explains why each partner is qualified for the role it will play in planning, implementing, and operating the Model P-20 Principal Preparation Project.
- (3) Project design—This section provides a cohesive, detailed description of how the project will incorporate each of the **Required Project Design Elements** and accomplish project objectives. This section should include the following information, clearly labeled:
  - a. Staff responsible—Indicate staff responsible for the implementation of each activity or service
  - b. Timetable: Indicate the start and end dates, the timeframe, and the duration of each activity or service

- c. Performance data/measures: For each objective, describe the data that will be collected and the performance measures that will assess progress and effectiveness. The Department reserves the right to specify which data must be collected and submitted, consistent with what is needed to fulfill federal reporting and evaluation requirements.
- (4) Attachments—This section may include resumes, course descriptions, etc. The FS-10's should be contained within the narrative portion of the proposal.
- (5) The narrative should present a cohesive document, with each individual section related to all other sections, and is expected to include the items indicated below. The name of the school district should appear in the top right corner of each page.

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

The Budget Narrative should identify and explain Title IIA funded costs for the **entire project period**, July 1, 2018 – September 30, 2020. **(Please note that for applications postmarked by the extended deadline of August 7, 2018, the project period will begin August 15, 2018.)**

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

Budgeted items must be reasonable in cost and necessary for the project. Proposed expenditures must be supplemental and may not supplant or duplicate services currently provided. SED staff will eliminate any unallowable or unreasonable items in the budget. Grantees may not be allowed to substitute new items for those that have been eliminated.

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

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

**Page Limits**

The Proposal Narrative and Budget Narrative are to be submitted on single-spaced 8.5” x 11” pages with one-inch margins. Charts/tables are not required to adhere to this standard. Use a Times Roman or Arial font in a 12-point size.

Proposal Narrative-- no more than 25 pages

Budget Narrative-- no more than 3 pages

**Model P-20 Partnerships for Principal Preparation**  
**“Equipping School Building Leaders”**  
**Application Cover Page**

**Agency Code**

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Name Applicant agency:	Name and Title of Contact Person:
Address:     <b>City:</b> <b>Zip Code:</b>  County:	Telephone:
	Fax:
	E-Mail:
<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>	
<b>Original Signature of Chief Administrative Officer (in blue ink)</b>	<b>Typed Name of Chief Administrative Officer:</b>
Date:	

## Application Checklist

Listed below are the required documents for a complete application package, in the order that they should be submitted. Use this checklist to ensure that your application submission is complete and in the correct order. See **Application Due Date and Submission Instructions** on page 2 of this RFA.

Required Documents	Checked-Applicant	Checked –SED
Application Cover Page with Original Signature of Chief Administrative Officer	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">Payee Information Form</a> (if applicable, e.g., if entity information has changed and needs to be updated)	<input type="checkbox"/>	<input type="checkbox"/>
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Narrative	<input type="checkbox"/>	<input type="checkbox"/>
MOA (with original signatures)	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">FS-10 Budget Form</a> (original signature required)	<input type="checkbox"/>	<input type="checkbox"/>
Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>
Disability Benefits Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>SED Comments:</b></p> <p>Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>SED Reviewer: _____ Date: _____</p>		



**Sample Memorandum of Agreement Template**

**[Note: Projects that do not submit an MOA signed by all partners and initialed on every page by each partner will not be funded. Letters of support will not be accepted in lieu of a required partner’s signature on the MOA.]**

THE AGREEMENT FOR YOUR PROGRAM SHOULD REFLECT THE SPECIFICS OF YOUR PROGRAM AND YOUR PARTNERSHIP MEMBERS. ALL ACTIVITIES, SERVICES, ETC. THAT ARE PERTINENT TO YOUR PROJECT SHOULD BE INCLUDED. PLEASE ADD SIGNATURE/INITIAL FIELDS FOR ADDITIONAL PARTNERS, AS NEEDED. ALL PARTNER RESPONSIBILITIES INCLUDED IN THIS SAMPLE MOA, AS WELL AS ANY ADDITIONAL RESPONSIBILITIES ESTABLISHED BY THE PARTNERSHIP, SHOULD BE INCLUDED IN THE EXECUTED MOA YOU SUBMIT.]

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of the [Insert District Name], [Insert Higher Education Partner Name], and [Insert Leadership Development Partner Entity Name] in implementing a Model P-20 Partnership for Principal Preparation. This Memorandum of Understanding is entered into as of [Insert Date], 2018. The \_\_\_\_\_ School District shall act as the FISCAL AGENT for this grant and be responsible for the receipt and expenditure of all grant funds, as well as the submission of all program and expenditure reports to NYSED. The Fiscal Agent will not act solely as a flow-through for grant funds to pass to other recipients. NYSED has established that a minimum of 20% of direct services shall be provided by the fiscal agent for this grant program. \_\_\_\_\_ [School District, IHE, or LDP Entity] shall act as the Implementation Lead for this grant and be responsible for coordinating and overseeing the planning and implementation of the program.

The term of this Agreement is from August 15, 2018 through Sept. 30, 2020.

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

**Responsibilities of Partners**

This MOA (a) outlines how the partnership will re-design programming to better prepare school building leaders; (b) specifies the role of each partner in the overall plan, including each of the Required Project Design Elements listed below; and (c) details all services each partner commits to provide and when they are expected to do it.

\_\_\_\_\_  
District Initials

\_\_\_\_\_  
IHE Initials

\_\_\_\_\_  
LDP Entity Initials

1. During Year 1, apply for and register the pilot preparation program with NYSED. Pilots must comply with applicable program registration and accountability requirements. The Department intends to propose pilot program registration regulations in fall 2018 that will allow for substantial innovation in program design.
2. Jointly develop competencies aligned to the 2015 *Professional Standards for Educational Leaders* (PSELs) and use those as the framework for competency-based coursework and internships.
3. Design and deliver a pilot preparation program that is registered with NYSED and enables candidates to develop and demonstrate proficiency with respect to these competencies. Programming must include a minimum of 30 credit hours. Consistent with the competency-based approach, course sequence, format, and required content may vary depending on each individual candidate's strengths and weaknesses. If appropriate, programs may grant credit for equivalent coursework completed by a candidate in a previous graduate program.
4. Jointly design competency-based rubrics to determine if the candidate has in fact demonstrated the ability to take on the challenges and responsibilities of leading a school.
5. Design a process, aligned to the PSELs, whereby judgments of candidate mastery of individual competencies (including evaluation of candidate performance on the competency-based rubrics described above) and summative judgments of candidate readiness to be recommended for certification as a School Building Leader are made jointly by representatives of the IHE, the LDP, and the participating school district. Implement this process for all candidates as a requirement for program completion. These judgments shall be based on extensive documentation and evidence and shall be educationally sound, credible, defensible, reliable, and valid for their intended purpose. Representatives from each of the partners must sign off on the candidate's readiness to lead a school building before the IHE can recommend the candidate for New York State certification. Prior to issuing the SBL certificate, the Department reserves the right to review all documentation and evidence used by the partners in making the recommendation for SBL certification. *Note: Each candidate will be required to take an SBL examination, as determined by the Commissioner, in order to become SBL-certified. Candidates will also need to pass the Educating All Students exam and all required workshops and receive fingerprint clearance, if they have not already done so.*

6. Enroll at least one cohort of aspiring principal candidates during the funded project period, to begin the program in either Year 1 or Year 2.
7. Provide extended (at least one academic year long) internship learning experiences for aspiring principals that are grounded in a competency-based and well-supervised set of practical experiences. Consistent with the purpose of exposing candidates to the full breadth of knowledge, skills, and experiences involved in leading schools, the principal-intern shall engage in sustained and rigorous clinical learning with substantial leadership responsibilities and an opportunity to practice and be evaluated in an authentic school setting, consistent with the PSELs. The internship must be designed to encompass the full-day experience throughout the regular school year, when students are in session, and may not be conducted “around the edges” of a candidate’s employment.
8. Define the qualifications, expectations, and professional responsibilities of mentors and coaches of aspiring principals. Define the role of each partner (IHE, district, and LDP) in assuring high quality mentoring/coaching. Pair each candidate with high-quality coaching and mentoring support throughout the internship and continuing through the first full year that the candidate is in the principal job.
9. Monitor the identification, development, and placement of school leader candidates and provide updates on these candidates to the Department so that the Department can ensure projects are successfully fulfilling program aims and requirements and quantify model impact. *Note: Under ESSA, expenditure of Title IIA funds must include a sound plan for program evaluation. The Department may specify which data must be collected and submitted by each project in order for this evaluation to be conducted.*
10. Provide sufficient space and other resources for the effective operation of the project activities.
11. Design into the pilot ways to build sustainability and progressively shift financial responsibility from the candidates and Title II funding to the P-20 partnership. In budgeting and planning for sustainability, the partnership should be certain to support these established activities through reliable and stable funding sources. In budgeting and planning for sustainability, Title IIA funds should support but not serve as the sole source of funding for this work. The Department will monitor project success, with the intention of registering successful programs to continue in operation beyond the pilot grant period if they meet the regulatory

requirements established by the Department for this program. If successful, a program may be allowed to expand to include additional school districts and/or other partners.

Additional Responsibilities of each Partner (please list all partners' responsibilities):

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District Initials

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IHE Initials  
28

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LDP Entity Initials

**Name of Lead Applicant District** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Name of Higher Education Partner:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Name of Leadership Development Partner Entity:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## New York State Education Department

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### ASSURANCES AND CERTIFICATIONS FOR FEDERAL PROGRAM FUNDS

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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.

#### Federal Assurances and Certifications, General:

- Assurances – Non-Construction Programs
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

#### Federal Assurances and Certifications, ESEA:

The following are required as a condition for receiving any federal funds under the Elementary and Secondary Education Act.(ESEA)

- ESEA Assurances
- School Prayer Certification

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

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**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Education Department Program Contact listed in the Application. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, and by signing the Application Cover Page, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.



16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**Standard Form 424B (Rev. 7-97), Prescribed by 2 CFR Part 200, Authorized for Local  
Reproduction, as amended by New York State Education Department**

## **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

These certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 CFR Part 200, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180

#### **A. The applicant certifies that it and its principals:**

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of any offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period; and ;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

**B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.**

**3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION –  
LOWER TIERED COVERED TRANSACTIONS**

The terms “debarment,” “suspension,” “excluded,” “disqualified,” “ineligible,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded” as used in this certification have the meanings set forth in 2 CFR Part 180, Subpart I, “Definition.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR Part 180 Subpart B, “What is a covered transaction?”

**A. The applicant certifies that it and its principals:**

- (a) Upon approval of their application, in accordance with 2 CFR Part 180 Subpart C, they shall not enter into any lower tier nonprocurement covered transaction with a person without verifying that the person is not excluded or disqualified unless authorized by USDOE.
- (b) Will obtain an assurance from prospective participants in all lower tier covered nonprocurement transactions and in all solicitations for lower tier covered nonprocurement transactions that the participants will comply with the provisions of 2 CFR Part 180 subparts A,B, C and I.
- (c) Will provide immediate written notice to the New York State Education Department if at any time the applicant and its principals learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

**NEW YORK STATE DEPARTMENT OF EDUCATION  
ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) ASSURANCES**

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**These assurances are required for programs funded under the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act of 2015.**

As the chief school officer of the applicant, by signing the Application Cover Page, I certify that:

- (1) the applicant will comply with the requirements of Education Law § 3214(3)(d) and (f) and the Gun-Free Schools Act (20 U.S.C. § 7151);
- (2) the applicant will comply with the requirements of 20 U.S.C. § 7908 on military recruiter access;
- (3) the applicant will comply with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;
- (4) the applicant will comply with the requirements of Education Law § 2802(7), and any state regulations implementing such statute and 20 U.S.C. § 7912 on unsafe school choice; and
- (5) the applicant will comply with all fiscal requirements that apply to the program, including but not limited to any applicable supplement not supplant or local maintenance of effort requirements.
- (6) the applicant understands the importance of privacy protections for students and is aware of the responsibilities of the grantee under section 20 U.S.C. 1232g (FERPA) (ESSA §854).

## 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

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

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

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

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

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

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

number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business



Albany, New York 12245

Telephone: 518-292-5100

Fax: 518-292-5884

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

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

NYS Department of Economic Development

Division of Minority and Women's Business Development

633 Third Avenue

New York, NY 10017

212-803-2414

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

[MWBE Directory](#)

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

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

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

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

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

properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by

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

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

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

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

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

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

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

(January 2014)

## APPENDIX A-1 G

### General

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines 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.

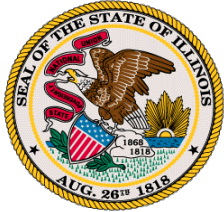
Safeguards for Services and Confidentiality

- 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 B: Resources for Establishing a P20 Principal Preparation Partnership

The following “discussion points” and sample partnership agreement, developed in Illinois, are provided here as a resource that partners may find useful. They are not intended as requirements for this pilot.



*The Illinois Board of Higher Education and  
The Illinois State Board of Education  
Working Together to Prepare Illinois School Leaders*

### Creating a School/University Partnership Memo of Understanding

Kathleen Sullivan Brown, Illinois Education Research Council  
Alicia Haller, Illinois State Board of Education

#### *Introduction to the Sample MOU*

Each school/university partnership is unique. Partners seldom have a blueprint or roadmap to guide their efforts. Learning to work in new ways means that the member organizations of the partnership cannot simply continue to do business as usual. Partnership work, therefore, is labor-intensive, creative, and messy. It takes time to iron out the bugs. Often the urgent daily work of creating excellent schools demands that school districts and universities rely on the tried-and-true methods because these methods are well known and it is tempting to fall back on what is familiar. The important thing is to *get the job done*.

However, evidence is mounting that “getting the job done” with these methods is not accomplishing what we want (SREB, 2009). Thus, there must be a strategic investment of time and resources to craft a new process. This is exactly what the new guidelines for preparation of Illinois school leaders are designed to do: create a new environment of partnership so that universities, school districts, and other stakeholders may learn to work in new ways to prepare transformative school leaders of the future.

“Joint productive work” (Murrell, 1998) means working out the details of partnership without a blueprint or template to guide these deliberations. However, partnerships can learn from the work of others who have been doing this type of work in their communities in recent years. Lessons learned in their beginning efforts can inform the work in other places while each partnership faces their own unique local challenges.

The following document “Sample Memorandum of Understanding” is intended to offer guidelines for thinking, talking about and establishing local partnerships. The sample MOU is derived from the past experiences and hard-won lessons of other school districts and universities.

It tries to give a nuts-and-bolts introduction to the types of conversations that should begin to take place as school district and university leaders come together to learn new ways to work together to improve the leadership of Illinois schools.

Listed below are **discussion points** that will assist you in developing a detailed MOU, designed to address the specific needs of your partnership and reflect the unique relationship between the parties. A MOU should clearly delineate the specific roles and responsibilities of each of the parties involved and identify those areas of shared responsibility. MOUs are most effective when they are treated as living documents. Regular review and revision is necessary, as this will provide the foundation for an effective and sustainable partnership.

1. Work collaboratively to **identify, recruit, develop and support** school leaders;
  - a. The partnership must confer on the current process of identifying potential school leaders and create/articulate a new process. How will decisions be made and what role does each party play in this process?
  - b. What skills, attributes and knowledge will candidates be expected to possess and which will be learned and cultivated during the principal prep program?
  - c. In these discussions, what will be the school district's role in communicating with its faculty and staff about the new process and its timeframe?
  - d. What standards and criteria will the district use to select prospective new leaders to apply for the program? And, will the new programs prompt changes at the district level in selection of new principals?
  - e. Under the new process, what will be the university's admission criteria?
  - f. How will the school district support aspiring principals while they are enrolled in their university preparation program?
  
2. Develop principals and assistant principals capable of **transforming our schools** into true learning communities;
  - a. This conversation requires an examination of the current status of local schools in light of state and national standards; what does the district expect and what can the university provide?
  - b. The partnership must look closely at the needs of the local community and its current and emerging student populations; how will this be translated into the curriculum?
  - c. What changes need to be made at the district or university level to support these students?
  - d. How are the university's graduates contributing to the transformation now? How do we capture and retain what works and how do we identify and change that which doesn't work?
  - e. What district owned data and data systems would be shared with the university, for use in its programs?
  - f. What data analysis or research will be shared by the university to inform district policies and procedures?

3. Provide **appropriate course work** leading the aspiring principal candidates to successful and timely program completion;
  - a. The school district and the university will design a program of courses that will enable prospective principals to complete courses within a reasonable time period.
  - b. Courses need to be tied directly to national standards and also reflect the unique needs of the community;
  - c. How will the partnership work to ensure that the 5 strands required by the state are infused throughout the curriculum?
  - d. How will the program be structured to ensure a focus in all courses on: the PK-12 continuum; include all students (Special Education, English Language Learners, Early Childhood & Gifted); and working collaboratively through building teams to focus on instruction, curriculum, assessments and district needs for school improvement?
  
4. **Continuously assess** the effectiveness and relevance of course work and internship experience in a way that improves outcomes;
  - a. The university will use the resources of the partnership to assess the program, including courses, texts, instructors and assessments and make program improvements according to the changing needs of the both partners; What is the district's role in this and how will the assessment outcomes be communicated?
  - b. How will the program assessment process be created to provide on-going involvement with the school district in the assessment of outcomes;
  - c. An agreement of what data will be collected and how it will be analyzed to determine outcomes; including specifics on which party is responsible for collection and analysis.
  
5. Prepare students for **internships** and support them during their internships;
  - a. The courses will prepare students for starting the critical internship phase;
  - b. The school district will support the University in placing and supervising interns, including ensuring that mentor principals meet the state qualification requirements;
  - c. The school district will assist the University in evaluating interns' performance;
  - d. The university and the district with work in collaboration to determine potential policy and procedural barriers to the internship experience and create solutions that improve outcomes.
  
6. Provide **comprehensive mentoring, coaching and support** during the internship;
  - a. The partnership will provide mentoring and supervision for interns throughout their internship experience; including both a qualified host principal and a university supervisor;

- b. The university and the district will discuss appropriate levels of involvement, including expectations on participation by university of district personnel in seminars, school-based events, etc.
  - c. The partnership may draw upon external resources (such as the Illinois Principals' Association) to assist with mentorship of interns;
7. **Convene on a regular basis** a design team made up of university personnel and district personnel for the purpose of reflecting on the design of the leadership program, admissions criteria, curriculum, student assessment, outcomes evaluation, district needs, and other areas of mutual interest;
- a. The partnership must institute a regular communications process (including faceto-face meetings) to discuss the workings of the program;
  - b. The meetings should include joint or rotating leadership, agenda-setting and monitoring;
  - c. Will this group be the group that provide mentoring and supervision for interns throughout their internship experience? If not, how will that group be determined and when will they meet?
8. **Evaluate district and university policies and practices** in the recruitment and retention of high-quality school leaders;
- a. The school district will use the expertise of the university in evaluating its operations with regard to the corps of school administrators;
  - b. The university will use the expertise of the school district in evaluating its operation with regard to the preparation of school administrators;
  - c. The partnership may choose to use the expertise of outside evaluators to examine their joint efforts to prepare transformative school leaders;
  - d. The partnership will agree to comply with any reporting requirements made by the state and to share information prior to submission.
9. Bring to the table the **critical human and material resources**, as needed, to support the partnership's efforts;
- a. Leadership should come from the highest levels of both organizations;
  - b. Partnership work is labor-intensive which requires that both organizations make a commitment to allow and promote participation of faculty, teachers and administrators within the bounds of current work descriptions and responsibilities;
  - c. The partnership may create new roles and responsibilities to support the partnership efforts, integrating them into the institutional structure;
  - d. The partnership must articulate the evolving roles and responsibilities clearly and communicate these changes to important stakeholders within and outside the partnership;



10. Provide **funding, time, space and other resources** to support the work of the partnership;
  - a. Partnership efforts will require dedicated resources;
  - b. Each organizational member of the partnership will articulate the human and material resources that are available for purposes of maintaining the partnership;
  - c. The organizational members will contribute a fair share of resources and will monitor time, people and materials involved in the partnership efforts;
  - d. The partnership may seek external resources such as grants to support this work; joint or individual proposals will require collaboration between partners and will not create a competitive situation on the part of the partners.
  
11. Collaborate in an **annual planning, evaluation and goal-setting** process;
  - a. At least annually, the partnership will come together to evaluate past efforts, plan the next year's activities, and set performance targets and goals;
  - b. The partnership will communicate the plan, the evaluation and the goals to stakeholder groups;
  
12. Critically review and **assess evidence** of the partnership's work, including reporting to ISBE.
  - a. Both separately and jointly, the partners will review the year's efforts. The partnership will communicate to ISBE and other stakeholders on the progress made and goals for the future.

Recognizing that each MOU is unique and will reflect the specific needs and assets inherent in each university/district partnership, we have included a **Sample MOU** as an illustration of what can result from the discussion prompts listed above. Please note this is just an example, and your MOU may be more or less detailed when it is completed.

**SAMPLE Memorandum of Understanding  
Between the University of \_\_\_\_\_ and \_\_\_\_\_ District Regarding  
a Partnership to support Principal Preparation**

In support of creating a pool of highly-qualified candidates to fill principal and assistant principal vacancies, the University of \_\_\_\_\_ and the \_\_\_\_\_ District make the following agreements:

**That the University of \_\_\_\_\_ will:**

1. In collaboration with the District, identify, recruit and select school leadership students that both parties agree have the potential to be effective principals or assistant principals;

2. In collaboration with the District, design a principal preparation program that is both rigorous and relevant, and will produce high-quality, transformative school leaders;
3. Provide the appropriate coursework, and collaborate with the District in providing appropriate internship and residency experiences, which will lead to candidates successfully securing an Illinois Principal Endorsement;
4. Prepare students for the rigorous year-long principal internship, and support them in their placements;
5. Provide guidance to the District on effective training and support for Mentor Principals;
6. Collaborate with the District in defining the roles and responsibilities of for the principal interns, Mentor Principals, and University Supervisor;
7. Define how candidate will be assessed and how District input will be utilized, and define expected competencies possessed by program completers;
8. University Supervisors will meet on site with the Mentor Principals at least four times throughout the year-long internship;
9. University Supervisors will maintain regular communication with Mentor Principals and provide frequent feedback to principal interns;
10. Ensure that the internship experience provides the state required exposure to diverse populations (cultural and economic diversity, ELL/ESL, special education, gifted, and PK12.
11. Work cooperatively with a variety of District departments and initiatives, as is necessary to support students in their principal internship. Including, specifically providing principal interns with experience in IEP and 504 meetings; the hiring, supervision and evaluation of teachers; and working with parents, the community, the School Board (or LSC);
12. Collaborate with the District to ensure that principal interns will be prepared to succeed in the state mandated summative assessments.
13. Host a minimum of 3 seminars during the internship year which bring the principal preparation students together to create a network of support and an opportunity to share information about their experiences. Will collaborate with the District in the design and delivery of the seminars;
14. Share “lessons-learned” through formative or summative assessment processes, which include the following areas: conduct data analysis; lead a school improvement plan (SIP) process; participate in teacher hiring, evaluation, induction, mentoring new teachers, create a professional development plan; and show evidence of school-wide management of personnel and resources;
15. Manage the mandated reporting requirements, participation in District evaluation processes, and provide information necessary for periodic progress reports and site visits, as needed;
16. Collaborate with the District in the creation of a continuous quality improvement process that is informed by data collected with each cohort.

**That the \_\_\_\_\_ District will:**

1. Agree to work in the spirit of cooperation in establishing an environment within the District that supports the successful transition of University of \_\_\_\_\_ students into their internship, and then into new roles as principals or assistant principals;
2. Participate in the identification and selection process for principal preparation students at the University of \_\_\_\_\_. The program will admit students that both parties agree have the potential to be effective principals or assistant principals.
3. Collaborate with the University of \_\_\_\_\_ in providing appropriate internship and residency experiences, which will lead to candidates successfully securing an Illinois Principal Endorsement;
4. Support the rigorous year-long principal internship by providing guidance to the University of \_\_\_\_\_, including identifying resident placement sites;
5. Ensure that all District principals that host a principal intern meet the minimum qualification requirements set forth by the state;
6. Collaborate with the university in creating professional development and training for mentor principals that support both the needs of the school and the learning needs of the principal intern;
7. To support and/or facilitate meetings between the University Supervisor and the Mentor Principal at least four times throughout the year-long internship and maintain regular communication with University;
8. Ensure that the internship experience provides the state required exposure to diverse populations (cultural and economic diversity, ELL/ESL, special education, gifted, and PK12).
9. To provide the principal interns with experience in participating in IEP and 504 meetings; the hiring, supervision and evaluation of teachers; and working with parents, the community, the School Board (or LSC);
10. Support the students' successful completion of the state's principal performance assessments;
11. Communicate with the University of \_\_\_\_\_ regarding changes to District policies that might impact principals, assistant principals and/or principal interns;
12. Host meetings designed to introduce principal interns to District departments and other school leaders;
13. Provide a comprehensive professional development program and mentoring services for all first year principals, aligned and funded with the state's New Principal Mentor Act;
14. Participate in regular principal prep program partnership meetings to ensure smooth operation of this agreement;
15. Agree to publicly support the partnership and to establish resolutions and policies are aligned with that support,
16. Work cooperatively to assist any program evaluation by sharing school profiles and relevant data available in the public domain. Additionally, test scores, grades, and

attendance will be provided with full protection of the rights of the students and within the regulations of the school/district.

#### References and Resources

Holmes Partnership, <http://www.holmespartnership.org/>

Murrell, P. (1998). *Like stone soup: The role of professional development schools in the renewal of urban schools*. Washington, D.C.: AACTE.

Southern Regional Education Board (SREB) (2009). *The District Leadership Challenge: Empowering Principals to improve teaching and learning*. [www.sreb.org](http://www.sreb.org)

University of Illinois-Chicago, Urban Education Leadership Program,  
<http://education.uic.edu/programs/>