

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Education Department 89 Washington Avenue Room 503W - EB Albany, NY 12234</p>	<p>BUSINESS UNIT/DEPT. ID: SED01/3300390</p> <p>CONTRACT NUMBER: «ContractNumb»</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>«LegalVendorName»</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>«LegalVendorName»</p>	<p>PROJECT NAME:</p> <p>2023-2028 Clinically Rich Intensive Teacher Institute in Bilingual Education and English to Speakers of Other Languages (CR-ITI-BE/ESOL)</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: «SfsVendorID» Federal Tax ID Number: «FederalID» DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: GC23-011</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>«Address» «Address2» «City», «State» «Zip»</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: «CharityNumber»</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: July 1, 2023 To June 30, 2028</p> <p>CURRENT CONTRACT PERIOD From: July 1, 2023 To June 30, 2028</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: «Amount»</p> <p>AMENDED:</p> <p>FUNDING SOURCE (S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	---

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	7/1/2023 – 6/30/2024			
2	7/1/2024 – 6/30/2025			
3	7/1/2025 – 6/30/2026			
4	7/1/2026 – 6/30/2027			
5	7/1/2027 – 6/30/2028			

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Attachment A:

<input checked="" type="checkbox"/> Attachment B:

<input checked="" type="checkbox"/> Attachment C: Work Plan
<input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule
<input checked="" type="checkbox"/> Attachment R: Data Privacy Appendix | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions
<input type="checkbox"/> A-2 Federally Funded Grants

<input checked="" type="checkbox"/> B-1 Expenditure Based Budget
<input type="checkbox"/> B-2 Performance Based Budget
<input type="checkbox"/> B-3 Capital Budget
<input type="checkbox"/> B-1 (A) Expenditure Based Budget (Amendment)
<input type="checkbox"/> B-2 (A) Performance Based Budget (Amendment)
<input type="checkbox"/> B-3 (A) Capital Budget (Amendment) |
|--|--|

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

«LegalVendorName»

By: _____

Printed Name

Title: _____

Date: _____

THE PEOPLE OF THE STATE OF NEW YORK

Betty A. Rosa
Commissioner of Education

By: _____

Julia Patane or Aaron Baldwin
Authorized Contract Officers

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A-1-A

AGENCY SPECIFIC TERMS AND CONDITIONS FOR NEW YORK STATE EDUCATION DEPARTMENT GRANT CONTRACTS

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. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

Safeguards for Services and Confidentiality

- A. Notwithstanding Standard Terms and Conditions IV (G) (3), 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. 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.
- D. No fees shall be charged by the Contractor for training provided under this agreement.
- E. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- F. All inquiries and requests regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- G. 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.
- H. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

SALARIES FOR PROFESSIONAL STAFF: Code 15

Include only staff that are employees of the agency. Do not include consultants or per diem staff. Do not include central administrative staff that are considered to be indirect costs, e.g., business office staff. One full-time equivalent (FTE) equals one person working an entire week each week of the project. Express partial FTE's in decimals, e.g., a teacher working one day per week equals .2 FTE.

Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Project Salary
Subtotal - Code 15			

SALARIES FOR SUPPORT STAFF: Code 16

Include salaries for teacher aides, secretarial and clerical assistance, and for personnel in pupil transportation and building operation and maintenance. Do not include central administrative staff that are considered to be indirect costs, e.g., account clerks.

Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Project Salary
Subtotal - Code 16			

PURCHASED SERVICES: Code 40

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the State Education Department. Purchased Services from a BOCES, if other than applicant agency, should be budgeted under Purchased Services with BOCES, Code 49.

Description of Item	Provider of Services	Calculation of Cost	Proposed Expenditure
Subtotal - Code 40			

SUPPLIES AND MATERIALS: Code 45

Beginning with the 2005-06 year include computer software, library books and equipment items under \$5,000 per unit. For earlier years include computer software, library books and equipment items under 1,000 per unit.

Description of Item	Quantity	Unit Cost	Proposed Expenditure
Subtotal - Code 45			

INDIRECT COST: Code 90

Modified Direct Cost Base – Sum of all preceding subtotals (codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding \$25,000 and any flow through funds)

\$		(A)
	%	(B)
\$		(C)

B. Approved Restricted Indirect Cost Rate

C. (A) x (B) = Total Indirect Cost

Subtotal – Code 90

PURCHASED SERVICES WITH BOCES: Code 49

Description of Services	Name of BOCES	Calculation of Cost	Proposed Expenditure
Subtotal – Code 49			

MINOR REMODELING: Code 30

Allowable costs include salaries, associated employee benefits, purchased services, and supplies and materials related to alterations to existing sites.

Description of Work To be Performed	Calculation of Cost	Proposed Expenditure
Subtotal – Code 30		

EQUIPMENT: Code 20

Beginning with the 2005-06 year all equipment to be purchased in support of this project with a unit cost of \$5,000 or more should be itemized in this category. Equipment items under \$5,000 should be budgeted under Supplies and Materials, Code 45. Repairs of equipment should be budgeted under Purchased Services, Code 40.

For earlier years the threshold for reporting equipment purchases was \$1,000 or more. Equipment items under \$1,000 should be budgeted under Supplies and Materials.

Description of Item	Quantity	Unit Cost	Proposed Expenditure
Subtotal – Code 20			

BUDGET SUMMARY

SUBTOTAL	CODE	PROJECT COSTS
Professional Salaries	15	
Support Staff Salaries	16	
Purchased Services	40	
Supplies and Materials	45	
Travel Expenses	46	
Employee Benefits	80	
Indirect Cost	90	
BOCES Services	49	
Minor Remodeling	30	
Equipment	20	
Grand Total		

CHIEF ADMINISTRATOR'S CERTIFICATION

I hereby certify that the requested budget amounts are necessary for the implementation of this project and that this agency is in compliance with applicable Federal and State laws and regulations.

____/____/____
Date

Signature

Name and Title of Chief Administrative Officer

Agency Code:

Project #: (If pre-assigned)

ATTACHMENT C WORK PLAN

Background

Students in New York State (NYS) are multilingual and multicultural. According to 2020-2021¹ school year data, of the approximately 2.5 million public school students in NYS, 10% are English Language Learners (ELLs) which is over 240,000 ELLs in NYS and of which 58.5% or 140,466 ELLs are in NYC. In NYS, the linguistic diversity of our families makes up over 200 languages. Multilingual Learners are a diverse group of students of different backgrounds, cultural context and academic experiences.

An essential element necessary for successful programs for ELL students, as well as a requirement of the Elementary & Secondary Education Act (ESEA)² is highly qualified bilingual and ESOL teachers. A shortage of properly certified bilingual and ESOL education teachers continues to be a challenge in NYS, particularly in New York City, in the Big Four school districts (Buffalo, Rochester, Syracuse, and Yonkers) and in school districts with large numbers of ELLs. The Department is committed to working with IHEs across the state to create increased opportunities for programs that aim to prepare teachers in the fields of BE and ESOL therefore addressing the shortage of teachers in these areas.

The CR-ITI-BE/ESOL program has provided the opportunity for many graduate students to receive certification in ESOL and to complete the requirements for the BE extension. The CR-ITI-BE/ESOL program's main initiative is to provide ELLs with highly qualified and certified teachers in the areas of Bilingual Education (BE) and English as a New Language (ENL).

Teacher preparation, programming, and instruction are a part of the New York State Education Department's (NYSED's) ongoing commitment to ELLs and a part of the Department's overarching and steadfast mission to ensure that all students attain the highest level of academic success and language proficiency and become college and career ready.

Deliverables and/or Project Description

In partnership with participating NYS IHEs, the Department will oversee the implementation of programs conducted by IHEs that lead to 20 graduate students per year/per IHE receiving ESOL certification or Bilingual extensions.

The IHE will develop a robust program to recruit qualified candidates. The IHE will also provide support and guidance to the selected candidates while they are working toward their certification.

NYSED is seeking programs that collaborate with LEA partners to select teacher candidates and/or mentor- teachers to work with candidates.

NYSED is seeking programs that offer online and/or hybrid options for the classes, to allow students to attend who may not have been able to in person.

¹ New York Basic Educational Data System (BEDS) enrollment <http://www.p12.nysed.gov/irs/statistics/enroll-n-staff/home.html>

² Every Student Succeeds Act (ESSA) reauthorizes the 1965 Elementary and Secondary Education Act (ESEA) and replaced No Child Left Behind (NCLB). New York State is working with the United States Department of Education to solidify a plan for the implementation of the new law.

The CR-ITI program leads to an Advanced Certificate for graduate level coursework. Eligible candidates are general education teachers who have already completed all of the pedagogical requirements to become certified New York State teachers. Upon completion of the CR-ITI program in either BE or ESOL, these teachers would be qualified to obtain additional certification.

Mentor-teachers should be teachers of record with experience and certification in bilingual or ESOL education who may teach in the same school as the teachers who are students in the CR-ITI program. Mentor-teachers must receive formal mentor training, including training in the New York State Mentoring Standards approved by the Board of Regents. Collaboration between the IHE and the LEA(s) will be required for the training process of the mentor teacher.

The successful applicants will work with staff of the NYS Education Department's Office of Teaching Initiatives, Office of Bilingual Education and World Languages (OBEWL), Regional Bilingual Education Resource Networks (RBERNs), Boards of Cooperative Educational Services (BOCES), Local Education Agencies (LEAs), the New York City Department of Education (NYCDOE) and other Institutions of Higher Education (IHEs) that participate in the program to ensure accomplishment of overall program goals.

Program Requirements

Participating IHEs will provide clinically rich bilingual and/or ESOL programs. Research identifies the following components of a clinically rich teacher preparation program. SED has modeled its application on these components:

1. Establish a clinically rich program that includes the following components: Coursework, Summer Sessions (if applicable), Monthly Professional Development / Mentoring Cohort Meetings, and practicum aligned to the New York State Next Generation P-12 Learning Standards.
2. Establish guidelines for the course work (curriculum) requirements to submit to Office of College and University Evaluation at NYSED for final approval (See Attachment B).
3. Rigorous recruitment of candidates and intensive candidate selection criteria. IHEs shall engage in outreach to the public, partnering school districts, Regional Bilingual Education Resource Networks (RBERNs), Boards of Cooperative Educational Services (BOCES), the New York City Department of Education (NYCDOE), etc., to identify and recruit qualified candidates;
4. Create a website to publicize the program and share relevant information with potential participants, school districts, and other stakeholders.
5. Establish guidelines for the nomination process for participants in the Bilingual and/or ESOL program. IHEs must ensure that all participating students must have a signed agreement with a district to work for two years full-time as a BE or ESOL teacher after completing the CR-ITI-BE/ESOL program.
6. Enrollment of 20 candidates/year in rigorous graduate level course work leading to a Bilingual extension and/or ESOL certification that includes learning theory, research and content.
7. Collaboration for rigorous selection and training of the mentor-teacher.
8. Guided classroom practice through clinical experience with an effective educator.
9. Support of partnerships through on-going professional development for mentor-teachers.
10. Successful applicants must meet a 90% participating students completion rate (see Program Completer Target section).

11. Develop and maintain current data on all program related information and all participating students throughout the grant-contract period and report to NYSED on candidate progress, completion, and certification rates. This would include a survey of the students after program completion to identify where/if they are teaching and in what capacity.
12. Provide technical assistance to the participating candidates in the areas of certification, coursework requirements, and CR-ITI-BE/ESOL requirements;
13. Integration of technology.
14. Continued support to candidates for the first year upon successful completion of the program.
15. Participate in bi-annual meetings as prescribed by NYSED, with OBEWL staff.

Project Funding

Up to eight (8) Institutions of Higher Education (IHEs) will be selected for this CR-ITI-BE/ESOL program: four (4) in NYC and four (4) in Rest of State (ROS). Each IHE will receive an award of \$137,500 per year for five years. It is expected that these funds will be available each year subject to continued funding by the NYSED Budget.

If new or additional funding becomes available, and NYSED chooses to distribute this funding to applicants of this current RFP, NYSED will allocate the funds in this order by:

1. Making whole any funded programs that have received a partial award;
2. Approving awards, in rank order, for eligible applicants who received passing scores, but who did not rank high enough to receive the initial funding; and
3. Allocating additional funds among already awarded programs. Maximum request amounts will be established by distributing funding proportionally (based on total annual budget) to those currently funded projects.

Such plan will be subject to review and approval by the Office of the State Comptroller.

A decrease in funding for any subsequent funding year will result in a proportional reduction to all funded projects based on total annual budget.

Project Period

The contract(s) resulting from this RFP will be for a term anticipated to begin July 1, 2023 and to end June 30, 2028.

Eligible Applicants

Each application must be submitted by an eligible Institution of Higher Education (IHE), as lead applicant, in partnership with at least one eligible Local Education Agency (LEA), as defined below.

Eligible IHEs with NYS certified programs in Bilingual Education leading to a bilingual extension, and/or English to Speakers of Other Languages (ESOL) program leading to a certification in ESOL.

Eligible LEA – For ROS programs, a public school district within NYS that had at least 100 English Language Learners enrolled in the 2021-2022 school year. For NYC programs, the NYC Department of Education as an entity or a NYC Community school district within the New York City region that had at least 500 English Language Learners enrolled in the 2021-2022 school year (See Attachment A).

An **eligible partnership** is a partnership between an IHE and an eligible LEA or LEAs, and defined through a signed Memorandum of Understanding (MOU) (Attachment D).

An IHE may partner with more than one LEA. An eligible partnership may, ***in addition to the LEA partner***, include other not-for-profit organizations or Boards of Cooperative Educational Services (BOCES) with historical evidence of success in education that provide services supporting ESOL or Bilingual teacher certification and/or mentor-teacher development.

The applicant:

1. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds
2. Must be an active member of the partnership, except where State University of New York (SUNY) or City University of New York (CUNY) Research Foundations are the applicant/fiscal agent. In such case, the SUNY or CUNY campus will be considered the active lead IHE
3. Cannot act as a flow-through for grant funds to pass to other partners and third parties
4. Is PROHIBITED from sub-granting funds to other recipients. A sub-grant occurs when the applicant delegates programmatic decision-making or responsibility for achieving program goals to a third party. The applicant is fully responsible for compliance with program requirements and achievement of program objectives.
5. Is permitted to sub-contract for services with other partners or consultants to provide services that the applicant cannot provide itself but are part of the program objective.
6. Shall take full responsibility for the acts and omissions of its partners and subcontractors. Nothing in the partnership agreement or subcontract shall impair the rights of NYSED under its agreement with the applicant. No contractual relationship shall be deemed to exist between the partner/subcontractor and NYSED.
7. Is responsible for the performance of any service provided by the partners, consultants, or other organizations and must plan and coordinate the roles and responsibilities of each participant.

Consortium Arrangements for CR-ITI-BE/ESOL Applications

Eligible IHEs may form a consortium with each other to apply for this grant. In order to do so, consortium partners must sign an agreement with the fiscal agent that specifically outlines all services each consortium member agrees to provide, and the consortium must meet the following requirements:

1. The consortium must designate one of the eligible IHEs to serve as the applicant and fiscal agent for the grant. All other consortium members must be eligible IHE's.

2. In the event a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the applicant agency/fiscal agent, not the consortium, since the group is not a legal entity.
3. The applicant agency/fiscal agent must meet the following requirements:
 - a. Must be an eligible grant recipient as defined by statute;
 - b. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;
 - c. Must require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each consortium member agrees to provide.
 - d. Must be an active member of the partnership/consortium, except where SUNY or CUNY Research Foundations are the fiscal agent.
 - e. Cannot act as a flow-through for grant funds to pass to other recipients.
 - f. Is PROHIBITED from sub granting funds to other recipients. A sub-grant occurs when the applicant delegates programmatic decision-making or responsibility for achieving program goals to a third party. The applicant is fully responsible for compliance with program requirements and achievement of program objectives.
 - g. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself but are part of the program objective.
 - h. Must be responsible for the performance of any services provided by the consortium members, partners, consultants, or other organizations and must plan and coordinate the roles and responsibilities of each participant.

Partnership Requirement

The IHEs must collaborate with LEA partner(s) to select teacher candidates and/or mentor-teachers to work with candidates. A signed Memorandum of Understanding (MOU) is required between the IHE and the collaborating LEA(s). For NYC, IHEs must establish a partnership with either the NYC Department of Education as an entity, or a NYC community school district, or a combination of the two.

CR-ITI-BE/ESOL Staffing Requirements, Qualifications and Responsibilities

The applicant must designate a CR-ITI-BE/ESOL Program Director who will oversee implementation and management of all components of this program and serve as the liaison with the NYSED Office of Bilingual Education and World Languages (OBEWL) office. The Program Director must have a Master's degree or above in a field related to BE and/or ESOL education, with a minimum of six years of higher education experience in BE and/or ESOL education.

The staff will be the responsibility of the organization that is the grant recipient. Staff should have expertise in the education of English Language Learners and teacher certification in the areas of ESOL and/or bilingual education. They should also understand the New York State Next Generation P-12 Learning Standards and content area subjects through native language and/or English as a New Language turnkey training. All staff should be knowledgeable about the State and federal laws and regulations affecting English Language Learners.

Allowable Expenditures

\$300 per credit hour, for 15 credits per participant (See Attachment C) *Each IHE must serve 20 students per year (see Program Completer Target section below);*

The remaining \$47,500 per year is to be used for other costs to support successful program operation, such as:

- Additional tuition support above the \$300 per credit hour listed above
- Professional and non-professional salaries;
- Employee benefits;
- Purchased services. Please note that subcontracting costs for direct services are limited to 30% of the total budget (not including tuition assistance);
- Supplies, materials, and printing directly related to the project. All computer equipment and software must be compatible with Microsoft Office Suite;
- Travel expenses for employees and consultants (travel costs must adhere to the established New York State travel rates). Maximum allowable rates can be accessed at: <http://www.gsa.gov>; and
- Indirect cost (sum of direct costs x the applicant agency's indirect cost rate up to 8%. See the FS-10 form for additional information regarding indirect costs. Tuition should be excluded from the Modified Direct Cost Base.)

Reporting

A. Interim Report

The interim report will be due on or before January 1 of each year. The interim report will be used to determine progress toward deliverables. The first interim report will be due on or before January 1, 2024. It must include the following information:

1. Summary of programmatic learning to date as it relates to training teachers in ESOL or Bilingual Education;
2. Number of teacher candidates and mentor-teachers who began each year;
3. Description of actual clinical experience as implemented and any program or curriculum changes made as described in original application
4. Evidence of teacher candidate learning using formative or summative assessments of skills and knowledge as described in original application;
5. Program improvement data for program reflection of year one that will be used to frame following years;
6. Program evaluation data as determined by NYSED and applicant;
7. Actual expenditures and anticipated final year expenditures;
8. Personnel changes; and/or
9. Faculty qualifications and loads.

B. Final Report

The final report will be due on or before 90 days after the completion of each year, in compliance with required procedures and timelines as specified by OBEWL. The first final report will be due on or before September 30, 2023. The last final report will be due on or before September 30, 2028. Format and required information for the final year report will be similar to that of the interim report.

NYSED reserves the right to require additional information. At a minimum, it must include the following information:

1. Summary of programmatic learning to date as it relates to training teachers in ESOL or Bilingual Education;
2. Number of candidates who completed the program each year;
3. Description of actual clinical experience as implemented and any program or curriculum changes made as described in original application
4. Evidence of teacher candidate learning using formative or summative assessments of skills and knowledge as described in original application;
5. Program improvement data for program reflection of year one that will be used to frame the following contractual year;
6. Program evaluation data as determined by NYSED and applicant;
7. Actual expenditures and final year expenditures;
8. Personnel changes; and/or
9. Faculty qualifications and loads.

The Program Director will be responsible for timely and accurate submission of all required reports. Payments to the applicants will be based upon successful completion of all required reports and deliverables as outlined in the application.

Work Plan

The CR-ITI-BE/ESOL programs will be required to submit an annual work plan for each subsequent contractual year due on the last day of May prior to the beginning of each contract year.

The work plan will outline how CR-ITI-BE/ESOL will accomplish its goals and objectives. The proposed goals and objectives must be aligned with NYS's Regulations of the Commissioner Parts 154-2 and 154-3, and the federal Elementary & Secondary Education Act (ESEA)³. The annual work plan must include:

- The project goals to which resources and activities will be directed;
- The year one work plan must cover the period from July 1, 2023, to June 30, 2024, and include specific measurable and quantifiable objectives for the first year's goals, and broad objectives for the following years;
- The certification (e.g. ESOL, bilingual, ESOL/Bilingual, ESOL/Special Education or Bilingual/Special Ed) projected number of persons who will be served by each activity and whether the activity will serve bilingual education teachers, ESOL teachers or both groups; and
- A timeline for the beginning and completion of each activity.

The interim and annual evaluation reports should describe the status of program implementation, and operate in compliance with any reporting requirements, as may be required or requested by NYSED.

Program Completer Target

Applicants must meet a 90% candidate program completion rate as proposed in their application by the end of each year, or a financial penalty will be imposed.

³ Every Student Succeeds Act (ESSA) reauthorizes the 1965 Elementary and Secondary Education Act (ESEA) and replaced No Child Left Behind (NCLB). New York State is working with the United States Department of Education to solidify a plan for the implementation of the new law.

If the grantee does not meet the 90% program completer target, the grantee's budget will be proportionally reduced by the difference between 90% and the actual completion rate, up to the total amount of the final payment.

For example: If the proposed program planned to enroll 20 candidates and at the end of the year 18 candidates completed the program that would satisfy the 90% program completer target requirement because 18 is 90% of 20. If, however, only 17 (85%) of the candidates completed the program, the final payment would be reduced by 5% (90% - 85%). Completion means students completing *all coursework* necessary for certification that is offered by the IHE in this registered CR-ITI program. So if the candidate takes a few courses but doesn't complete the courses required for certification SED will not pay for the courses for that candidate.

If the grantee fails to meet the 90% program completer target two years in a row, NYSED may terminate the contract. The foregoing is not meant to limit NYSED's termination rights in the contract.

Budget and Budget Narrative

The CR-ITI-BE/ESOL programs will be required to submit budget and budget narrative for each subsequent contractual year due on the last day of May prior to the beginning of each contract year.

The funds for this grant program are provided through State sources. 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 on the [NYSED 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 at [Fiscal Guidelines for Federal and State Aided Grants](#).

The budget should be reasonable and appropriate to cover program expenses. All budgets will be subject to review and modification in the grant-making process. Budgets must be submitted using whole dollar amounts only.

Program Evaluation:

Institutions shall agree to participate fully in any research-based evaluation conducted by NYSED or an external party authorized by NYSED.

Program Collaboration with Other Entities

NYSED/OBEWL will work collaboratively with selected IHEs in developing and implementing all activities to recruit highly qualified bilingual education and ESOL teachers who are knowledgeable and committed to promoting high academic standards for ELLs aligned to the New York State Next Generation P-12 Learning Standards. At minimum NYSED/OBEWL staff will:

- Review and approve IHE annual work plans and budgets to ensure that the work is consistent with the requirements;
- Meet approximately two (2) times a year as prescribed by NYSED, to update and evaluate plans;
- Review reports (Interim/Final);

- Participate in meetings; and
- Review professional development activities.

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 of Education Law Section 2-d

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The NYS Education Department (NYSED) is required to ensure that all contracts with a third-party contractor that has access to or receives information include a Data Privacy and Security Plan, pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state.

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, NYSED is required to post information to its website about its contracts with third-party contractors that will receive Student PII and/or Teacher and/or Principal APPR data (“APPR Data”), collectively referred to as PII.

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](#).

<Applicant Narrative will be incorporated into the contract Attachment C, Part 2.>

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Initial Payment and Recoupment Language (if applicable): Not applicable for For-Profits.

1. The State agency will make an initial payment to the Contractor in the amount of twenty-five percent (25%) of the annual budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be made no later than 90 days after the beginning of the budget period.
2. Recoupment of any initial payment shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the initial payment is fully recovered within the contract period.
3. Scheduled interim payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____
- Rate Based Reimbursement
Due date _____

- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____
- Interim Reimbursement as Requested by Contractor _____

To receive interim payments, the Contractor will submit form FS-25 REQUEST FOR FUNDS FOR A FEDERAL OR STATE PROJECT to the address shown below. Requests for interim payments made by Not-for-Profit Contractors may only represent actual expenditures plus anticipated expenditures during the next month in accordance with the FS-10 for the budget period. For-Profit Contractors may request interim payments that represent only actual expenditures.

Up to 90% of the total approved budget amount for each budget period will be reimbursed through the interim payment process.

Final Payment:

To receive final payment for a budget period, the Contractor will submit form FS 10-F FINAL EXPENDITURES FOR A FEDERAL OR STATE PROJECT to the address shown below. Final payment shall be made upon satisfactory statement of expenditures consistent with the approved budget and any approved budget amendments on a properly completed form. Final payments are also contingent upon submission of all required program reports.

If the Contractor has received payment in excess of the approved amount in Form FS-10-F, the Contractor shall return to the State any excess payment within thirty (30) days of the termination of this budget period. Alternatively, the State may use the amount of any excess payment to offset costs associated with a subsequent budget period. Payment by the State will be made in the ordinary course of State business upon receipt of the properly completed forms.

Forms FS-25 and FS-10-F should be submitted to:

New York State Education Department
Grants Finance
Room 510W EB
89 Washington Avenue
Albany, New York 12234

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III (G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, not later than 0 days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

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

ARTICLE I: DEFINITIONS

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

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

ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

1. **Compliance with Law.**

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

confidentiality and security of Personal Information in accordance with applicable New York, federal and local laws, rules and regulations.

2. Data Privacy and Security.

- (a) Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Personal Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Personal Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Personal Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.
- (b) Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Personal Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules and regulations.
- (c) Upon NYSED's request, Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

3. Contractor's Employees and Subcontractors.

- (a) Access to or Disclosure of Personal Information shall only be provided to Contractor's employees and Subcontractors who need to know the Personal Information to provide the Services and such Access and/or Disclosure of Personal Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Personal Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Personal Information; and (iii) as applicable, retrieve all Personal Information received or stored by such Subcontractor and/or ensure that such Personal Information has been securely deleted or securely

destroyed in accordance with this DPA. In the event there is an incident in which Personal Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 5 of this DPA.

- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors who have a need to know the Personal Information, Contractor must not provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Personal Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this r Contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.
- (f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Personal Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Personal Information is Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access to or Disclose the Personal Information.
- (g) Contractor shall ensure that all its employees and Subcontractors who will receive Personal Information will be trained on the federal and state laws governing confidentiality of such data prior to receipt.

4. Data Return and Destruction of Data.

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

- (b) When the purpose that necessitated Contractor's Access to and/or Disclosure of Personal Information has been completed or Contractor's authority to have Access to Personal Information and/or retain Disclosed Personal Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Personal Information are revoked, and (2) all Personal Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor and/or its Subcontractors, including all Personal Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Hard copy media must be shredded or destroyed such that Personal Information cannot be read, or otherwise reconstructed, and electronic media must be securely cleared, purged, or destroyed such that the Personal Information cannot be retrieved, read, or reconstructed. When Personal Information is held in paper form, destruction of such Personal Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of (1) revocation of Access to Personal Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Personal Information held by the Contractor or Subcontractors, at the address for notifications set forth in this Contract.
- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will prohibit its Subcontractors from the same.

5. Breach.

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

Personal Information affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact.

- (b) Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its Subcontractors will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.
- (c) Contractor shall promptly notify the affected individuals of any Breach, regardless of whether Contractor or a Subcontractor suffered the Breach. Such notice shall be made using one of the methods prescribed by § 899-aa (5) of the New York General Business Law. If Contractor requires information from NYSED to perform such notifications, Contractor shall reimburse NYSED for the cost of assembling and providing such information to Contractor.

6. Termination.

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