

**YONKERS PUBLIC SCHOOLS  
ONE LARKIN CENTER  
YONKERS, NEW YORK 10701  
ACADEMIC PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made the 5<sup>th</sup> day of OCT., 2021

by and between:

**THE YONKERS PUBLIC SCHOOLS** acting by and through its Board of Education, a school district established pursuant to New York Education Law, having an office and place of business at One Larkin Center, Yonkers, New York 10701 (the "School District")

and

**CENTER FOR TECHNOLOGY AND SCHOOL CHANGE, TEACHERS COLLEGE, COLUMBIA UNIVERSITY (CTSC)**, a non-profit 501(c)(3) organization having an office and place of business at 525 West 120<sup>th</sup> Street, Box 8, New York, New York 10027;  
Federal ID No.: 13-1624202 (the "Consultant").  
Contact: Dr. Ellen B. Meier  
Email: cbm15@tc.columbia.edu  
Phone: (212) 678-3829

**WITNESSETH:**

**WHEREAS**, the School District desires to obtain the services of Consultant to provide professional and/or technical services to the Yonkers Public Schools; and

**WHEREAS**, Consultant desires to provide such services for the compensation and on the terms herein provided; and

**WHEREAS**, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal agreement ("IMA") by and between the School District, acting by through its Board of Education ("BOE") and the City of Yonkers ("City") as filed in the Office of the City Clerk on June 16, 2014, the terms of this agreement are subject to review and revision by the City's Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

**NOW, THEREFORE**, the parties agree as follows:

1. Description of Services. The Consultant shall provide the following services: to provide professional development in inquiry-based teaching and learning for approximately one hundred (100) seventh and eighth grade teachers pursuant to the Smart Start Grant ("Services") as more fully set forth in Schedule "A," which is attached hereto and incorporated herein by reference.

All Services shall be provided under the direction of the School District Superintendent and/or his/her designee(s), and all Services shall be carried out by the Consultant in accordance with current industry standards and/or trade practices.

2. Performance. The Consultant further agrees that it shall participate in the measurement of its performance under this Agreement, as follows: the Consultant shall be in continuous communication with the School District's authorized designee, in reporting on its ongoing progress toward completing the work, as the School District may request, and shall immediately inform the School District in writing of any cause for delay in the performance of its obligations under this Agreement; and if requested, within (30) days of the expiration of each quarter (or such other timeframe as may be specified by the School District), Consultant shall provide the School District with detailed written reports, in a form to be specified by the School District outlining the Consultant's accomplishment of the work in that quarter in order to enable the School District to assess the level and type of services provided, as well as the dedication and/or expenditure of the funding provided by the School District for those purposes to date and shall provide any other information which the Corporation Counsel may, in his/her discretion, deem necessary and appropriate in furtherance hereof.

3. Term. The term of this Agreement shall commence July 1, 2021 and terminate on June 30, 2022. This Agreement shall remain in full force and effect for the period specified, unless extended by mutual consent of both parties or terminated as provided herein, subject to further approval of the Board of Education School District, and/or the BOCS, if required.

4. Payment. For the Services to be performed pursuant to Paragraph "1" of this Agreement, Consultant shall be paid an amount not-to-exceed FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00) per term, at the rate more fully described in Schedule "B" payable according to the terms described below. It is acknowledged and agreed that no charge will be allowed for federal, state, municipal, sales and excise taxes and compensating use taxes under existing law. The compensation shall be net and not include the amount of any such tax and it is expressly understood that all monetary amounts referred to in this Agreement are in USD (US Dollars). An exemption certificate is available upon request.

Where applicable and in accordance with NYS Education Law, this agreement is subject to the approval of the Commissioner of Education and that, only where applicable, that this agreement shall be deemed executory to the extent of the moneys available to the City and/or School District therefor and no liability on account thereof shall be incurred by the City and/or School District beyond the moneys available for the purpose thereof.

No guarantee, promise or representation of any minimum amount of work has been given nor is to be inferred from this Agreement. You hereby waive any claims to lost or anticipated profits based on the School District's failure to utilize your services to the full amount authorized to be expended under the Agreement.

To receive payments for Work completed, Consultant shall submit monthly, itemized invoices in a form acceptable to the City to the attention of the School District's representative and the Accounts Payable Department ([AccountsPayable@yonkersny.gov](mailto:AccountsPayable@yonkersny.gov)), which will be paid

within 30 to 60 days of receipt, subject to compliance with the terms hereof. If you wish to receive payment electronically, you can enroll in the City's ACH payment program during the vendor enrollment process.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The School District shall retain the right, upon the occurrence of the release of any proposed School District, City and/or State budget and/or the adoption thereof or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such budget on School District finances. After such analysis, the School District shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the School District subsequently offers to pay a reduced amount to this Consultant, then this Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to provide the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement; in no event shall total payment to this Consultant exceed the not-to-exceed amount set forth above.

5. Medicaid Compliance (intentionally omitted).

6. Compliance with Laws. The Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including without limitation, as follows:

- All School District policies, practices and procedures;
- New York State Education Law and New York State Education Department ("NYSED") requirements, including without limitation, with respect to criminal background checks, finger printing, compliance filings and regulations of the Commissioner of Education. Consultant is responsible for all NYSED compliance filings, if any;
- Any and all applicable federal, state, and/or local guidance relating to COVID-19, including, but not limited to, Executive Orders issued by the Governor of the State of New York;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99);
- The requirements of New York Education Law § 2-d and any and all applicable regulations including 8 NYCRR Part 121;
- The Health Insurance Portability and Accountability Act ("HIPAA");
- New York State Technology Law § 208;
- The SHIELD Act (Ch. 117 of the Laws of 2019);
- All labor law requirements, including without limitation, prevailing wage, posting, training, pay-roll, filings;
- The City's and the State of New York's civil rights ordinances;
- Title VI of the Civil Rights Act of 1964 as amended;
- Title VII of the Civil Rights Act of 1968 as amended;

- Section 109 of Title I of the Housing and Community Development Act of 1974;
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990;
- The Age Discrimination Act of 1976;
- Executive Orders 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086;
- 41 CFR § 60-1.4;
- The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148);
- The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)
- The Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
- The Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352); and
- 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards;

Consultant and any sub-Consultants and/or employees shall obtain and hold in good-standing all necessary licenses, permits, and/or approvals required to comply with all laws, codes, or regulations relating to the Services being provided and shall maintain and produce records of these licenses, permits, and approvals for the School District upon request.

7. Confidential Information. Consultant understands that in performing this Agreement he/she/it may have access to confidential information in possession of the School District or others, including, but not limited to names, facts or information about individuals, businesses and families. Consultant may also have access to confidential information, potentially including student directory information; personnel information and records; information regarding sensitive, confidential or internal School District matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Consultant through any activity related to this Agreement. Consultant agrees not to reveal any confidential information and understands that any such disclosure shall be considered a breach of this Agreement. Consultant agrees that if he/she/it receives a subpoena for divulgence of confidential information, he/she/it shall notify the School District prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, Consultant further agrees, to the extent applicable:

- a. To comply with and execute the School District's Parents' Bill of Rights required by New York State Education Law Section 2-d (annexed hereto and fully-incorporated herein as Schedule "D");
- b. Not to sell or release a student's personally identifiable information for any commercial purposes;
- c. Not to use the education records of the School District or any student, teacher and/or principal data of the School District, as those terms are defined in Education Law Section 2-d, for any purpose other than those explicitly authorized in this Agreement;
- d. To use reasonable administrative, technical and physical safeguards consistent with

industry standards and best practices, including but not limited to encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of the School District while in motion or in the custody of Consultant from unauthorized disclosure;

e. To limit internal access within Consultant to the education records of the School District as well as to the student, teacher and/or principal data of the School District to those individuals that are determined to need such records or data to perform the services set forth in this Agreement;

f. To not disclose any personally identifiable information to any other party, unless:

(1) prior written consent of the parent or guardian or student of 18 years of age or older for the disclosure is obtained; or

(2) the disclosure is required by statute or court order and the party provides a notice of the disclosure to the New York State Education Department, Board of Education of the School District no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

g. To safely store any data concerning the students, teachers and/or principals of the School District, in accordance herewith;

h. To immediately notify the School District in the event that any personally identifiable information of the School District, its employees, students or administrators is breached and/or released without authorization;

i. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Consultant; and

k. Upon termination of this Agreement, Consultant will destroy or return all such data to the School District and will advise School District as to the means chosen.

8. Confidentiality Training. Consultant acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students, as well as its teachers and principals. Consultant represents and warrants that any officers, employees or agents of Consultant, who will have access to student, teacher and/or principal data of the School District, has received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access to such data.

9. Grant Funding. In the event grant funding is provided hereunder, Consultant acknowledges and agrees that it has reviewed the applicable grant agreement and any other relevant documents (together the "Grant"). Consultant agrees to, and will cause any sub-Consultants or other agents under its control to agree to, comply with all applicable Grant requirements, including without limitation all rules and regulations promulgated in furtherance thereof. The Consultant further agrees to supply such information and reports as the City or School District may request. Consultant will prepare any necessary waiver requests. Consultant will, upon request, provide access to the City or School District or such other agency administering the Grant, to examine all relevant books, records, documents or electronic data of the Consultant necessary to review Consultant's compliance.

Any term or condition required by the Grant to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference. Consultant hereby certifies that neither it, nor its sub-Consultant(s), are not debarred or suspended, or otherwise excluded from or ineligible to receive said Grant funding.

10. Audit Rights. Prior to the making of any payments hereunder, the School District may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The School District will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the School District shall find cause to withhold payment in the course of such audit or if the Consultant fails to cooperate with such audit. The School District shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

It is recognized and understood by the Consultant that as part of the School District's right to audit the Consultant to substantiate the basis for payment, the School District has the right to audit the performance of the terms of this Agreement by the Consultant, including without limitation, to make site visits in order to review Consultant's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

11. Insurance and Indemnification. The Consultant agrees to procure and maintain insurance, or contractually cause a third party to procure and maintain insurance, naming the School District and City as additional insured (including without limitation, a waiver of subrogation), as more specifically provided and described in the Schedule entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof as Schedule "C." In addition to, and not in limitation of the foregoing, the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the School District and/or City, the Consultant shall defend, indemnify and hold harmless the School District and the City, and their respective officers, employees, agents and elected and appointed officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss (including but not limited to personal injury and death) to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Consultant or third parties under its direction or control, including without limitation, any claim that a deliverable infringes upon an intellectual property right. If such an intellectual property infringement claim is made, or appears likely to be made, the Consultant agrees to enable the School District's continued use of the deliverable, or to modify or replace it; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) The Consultant further agrees to give immediate written notice to the School District as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the School District and/or City in connection herewith.

The provisions of this Section will survive expiration, termination or other cancellation of this Agreement.

**12. Termination.** (a) The School District, upon three (3) days' notice to the Consultant, may terminate this Agreement in whole or in part when the School District deems it to be in its best interest. In such event, Consultant shall be compensated and the School District shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates as specified in the Agreement. Upon receipt of notice that the School District is terminating this Agreement in its best interests, Consultant shall stop work immediately and incur no further costs in furtherance hereof without the express approval of the Corporation Counsel, and Consultant shall direct sub-Consultants, if any, to do the same.

In the event of a dispute as to the value of the services rendered by the Consultant prior to the date of termination, it is understood and agreed that the Corporation Counsel shall determine the value of such services rendered by the Consultant. The Consultant shall accept such reasonable and good faith determination as final.

(b) In the event the School District determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Consultant of written notice thereof, the School District, in addition to any other right or remedy it might have, may terminate this Agreement and the School District shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by Consultant. The School District, in its sole discretion, may agree to stay any such enforcement beyond such ten (10) day period, provided however that the School District determines that the Consultant is diligently and continuously acting to cure said noncompliance. Without limiting the foregoing, upon written notice to Consultant, repeated breaches by Consultant of duties or obligations under this Contract shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

**13. Remedies.** It is acknowledged and agreed that the School District reserves the right to seek all available remedies, whether provided by law, equity, statute or otherwise, including, but not limited to, damages, reasonable attorney's fees, disbursements and court costs in such amounts as shall be allowed by the court. All rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies that maybe available.

The foregoing rights are in addition to, and not in limitation of, any other provision hereof and will survive termination or other cancellation of this Agreement.

**14. Notices.** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight

courier or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the School District:

Yonkers City School District  
Attn.: Superintendent of Schools  
One Larkin Center, Fourth Floor  
Yonkers, New York 10701

With copies to:

Office of the Corporation Counsel  
One Larkin Center, Fourth Floor  
Yonkers, New York 10701

To the Consultant: see address of Consultant on Page 1 of this Agreement.

15. Executive Order No. 6-2013. In order to be in compliance with the Executive Order, the Consultant hereby represents that it, nor any of its principals, have outstanding taxes owed to the City of Yonkers or judgments pending against them, which would render them a "delinquent Consultant" under said Executive Order.

16. Conflict of Interest. The Consultant shall use all reasonable means to avoid any conflict of interest with the School District and/or the City of Yonkers and shall immediately notify the School District and the City in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

17. Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester, State of New York. The parties hereby acknowledge and agree that the parties are sophisticated and have been represented by their separate attorneys throughout the transactions contemplated by this Agreement in connection with the negotiation and drafting of this Agreement and any agreements and instruments executed in connection herewith. As a consequence, the parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any document or instrument or instrument executed in connection herewith and therefore waive such effects.

18. Compliance with Laws. Any term or condition required by law to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference.

19. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and



enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

20. Independent Consultant Status. The Consultant and the School District and City agree that the Consultant and its officers, employees, agents, Consultants, sub-Consultants and/or sub-consultants are independent Consultants and not employees of the School District and/or City or any department, agency or unit thereof. In accordance with their status as independent Consultants, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents, Consultants, sub-Consultants and/or Consultants will hold themselves out as, or claim to be, officers or employees of the School District and/or the City or any department, agency or unit thereof.

21. Third Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein. Notwithstanding the foregoing, it is acknowledged and agreed that in accordance with the IMA, the City may enforce the terms of this Agreement and is hereby deemed an express third party beneficiary hereunder.

22. Intellectual Property. With the exception of pre-existing materials, all records or recorded data of any kind compiled by the Consultant completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the School District. The Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the School District. The School District shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the School District. Notwithstanding the foregoing, all deliverables created under this Agreement by the Consultant are to be considered "works made for hire." With the exception of pre-existing materials, if any of the deliverables do not qualify as "works made for hire," Consultant hereby assigns to the School District all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the School District to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the School District, if required, in perfecting these rights. The Consultant shall provide the School District with at least one copy of each deliverable.

23. MWBE. Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of the City and School District to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City and School District. Attached hereto and forming a part hereof as Schedule "E" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Consultant agrees to complete the questionnaire attached hereto as Schedule "E," as part of this Agreement.

24. MacBride Principles. Pursuant to Article VI of Chapter 13 of the Yonkers City Code, no City or School District procuring officer may award or recommend for award any contract not

subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule "F" Certification Regarding Business Dealings with Northern Ireland. Therefore, the Consultant agrees, as part of this Agreement, to complete the form attached hereto as Schedule "F".

25. Vendor Background Questionnaire ("VBQ"). The Consultant represents that it has completed and submitted, with this Agreement, the VBQ, which is attached hereto as Schedule "G." In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Consultant agrees to notify the School District in writing within ten (10) business days of such event. The Consultant shall also have each approved sub-Consultant complete this questionnaire and shall advise the sub-Consultant of the duty to report any changes to the information contained therein to the Consultant within ten (10) business days of such event and such information shall be forwarded by the Consultant to the School District.

26. Iranian Divestment Act. As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the Consultant shall complete Schedule "H", an executed certificate of compliance with the Iran Divestment Act signed by the Consultant or one of its officers as required by the General Municipal Law Sec. 103-g.

27. Title VI Compliance. In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (the "Civil Rights Act"), 42 U.S.C. § 2000d *et seq.*, 78 stat. 252, which prohibits discrimination on the basis of race, color, national origin; 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs of the Department Of Transportation ("DOT")-Effectuation of Title VI of the Civil Rights Act*); and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act), the School District hereby notifies all bidders/Consultants that it will affirmatively ensure that any contract entered into will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Consultant hereby agrees to complete Schedule "I," an executed Bid Addendum for projects receiving any Federal Financial Assistance, including grant funding.

28. Data Sharing. In accordance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and all other applicable Federal, state, and local laws, the Consultant hereby agrees to complete and abide with the terms of the Data Sharing Agreement annexed hereto as Schedule "J," which is fully incorporated herein by reference.

29. Entire Agreement/Order of Precedence. The Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

30. Assignment. In accordance with General Municipal Law § 109, the Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the School District, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of work under this Agreement without the prior express written consent of the School District is void ab initio. Consultant shall cause its sub-Consultant(s), if any, to comply with the terms hereof. See General Municipal Law § 109.

31. Transportation. Should the services described in this Agreement require transportation of School District students to any destination, Consultant shall immediately submit written notification to the School District, who will notify Consultant if the transportation vendor is authorized to transport Yonkers Public Schools students. Criteria for authorizing the transportation vendor shall include, but are not limited to, satisfactory insurance coverage, sufficient bonding, and all applicable compliance with New York state law.

32. Hiring of School District Employees. Consultant hereby agrees that it will immediately disclose to the School District if any of Consultant's employees, officers, owners, partners, shareholders, trustees, officials, agents, sub-Consultants, independent Consultants or any other affiliated persons with the Consultant are also employees of the School District. Consultant shall immediately notify the School District in writing on three (3) days' notice if it desires to hire/employ any School District employee to help facilitate the terms of this Agreement, and hereby agrees not to hire/employ any School District employee unless the prior written consent of the School District is received prior to the hiring of any School District employee. In the event Consultant receives the School District's permission to hire a School District employee, it is hereby agreed that the School District reserves the right to inspect and/or audit any and all of Consultant's employment records that pertain to the School District employee that the Consultant hires. School District shall provide no less than three (3) days' notice to Consultant prior to requesting an inspection of said records. Failure to immediately disclose the information contained in this paragraph will be considered a material breach of this Agreement.

33. Compliance with Law and Guidance Relative to COVID-19. The Consultant shall perform all Services set forth in the Agreement in conformance with Federal, State, and/or local Executive Order(s), as well as any guidance issued by the Center for Disease Control and Prevention and/or any New York State or local agency, which shall include, but not be limited to: the cleaning/disinfecting of surfaces, the use of facemasks/coverings, the use of proper personal protection equipment, screening, reporting, tracing, and all social-distancing protocols.

34. Waiver. Failure of the School District to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the School District of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the School District of any provision hereof shall be implied.

35. Enforceability. Consultant acknowledges and agrees that all rights granted to the School District under the agreement are likewise deemed granted to the City of Yonkers. The City of Yonkers may enforce the terms of the agreement to the same extent as the School District. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel. This Agreement may be signed electronically and may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the School District and the Consultant have caused this Agreement to be executed.

**SCHOOL DISTRICT**

By: [Signature]  
Name: Dr. Edwin M. Quezada  
Title: Superintendent  
Date: 9/28/21 EG

By: [Signature]  
Name: Rev. Steve Lopez  
Title: President  
Date: 9/29/21 EG

APPROVED AS TO FORM:

[Signature]  
Yonkers Senior Associate Corporation Counsel

**CENTER FOR TECHNOLOGY AND  
SCHOOL CHANGE, TEACHERS COLLEGE,  
COLUMBIA UNIVERSITY (CTSC)**

By: [Signature]  
Name: Stephanie Rowley  
Title: Pronost  
Date: 9/23/2021

Sworn to before me this 23 day of  
September 2021.  
[Signature]  
Notary Public

Deidra M. Gorgos  
Notary Public, State of New York  
No. 01G06376177  
Qualified in New York County  
Commission Expires June 04, 2022

DATE BOE APPROVAL: July 21, 2021 - 19.3

DATE BOCS APPROVAL: 8/05/21 - 28

BUYER: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY**  
(CORPORATION)

I, Henry Perkowski  
(Officer other than officer signing contract)

certify that I am the V.P. for Finance & Operations of  
(Title)  
the Teachers College, Columbia University  
(Name of Corporation)

a corporation duly organized and in good standing under the N.Y. Education + Not for Profit Corps. Law  
(Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

Stephanie Rowley  
(Person executing agreement)

who signed said agreement on behalf of the Teachers College, Columbia University  
(Name of Corporation)

was, at the time of execution Provost + Dean  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

[Signature]  
(Signature)

STATE OF NEW YORK )  
New York ) ss.:  
COUNTY OF WESTCHESTER

On the 23 day of September in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, Henry Perkowski personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at New York, NY and he/she is an officer of said corporation, that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Dora M. Gorgos  
Notary Public, State of New York  
No. 01G06376177  
Qualified in New York County  
Commission Expires June 04, 2022

[Signature]  
Notary Public  
Date

**CERTIFICATE OF AUTHORITY**  
(INDIVIDUAL)

STATE OF NEW YORK *New York* )  
COUNTY OF ~~WESTCHESTER~~ :SS.:  
CITY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, entity, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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**SCHEDULE "A"**  
**SCOPE OF SERVICES**

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## **PERFORMANCE BASED CONTRACT GUIDELINES**

### **1. WHAT IS THE PURPOSE AND SCOPE OF THE SERVICE?**

To introduce one hundred 7th and 8th grade teachers to inquiry-based approaches to STEM, and to support school-based teams in designing and implementing rich, technology-infused projects that benefit from the Yonkers City School District's newly established Technology Center. The project work will integrate digital tools and equipment in alignment to the SMART Start grant's Year 1 topic of focus: fabrication, including 3D and laser printing. Concurrent work with leaders will help support the sustainability of the initiative over time.

### **2. AMOUNT OF SERVICE**

A total of thirty-three and one third (33.33) days served over the contract period July 1, 2021 to June 30, 2022, at a discounted rate of \$1,500/day, for a total cost to the project of \$50,000. Please note: The College's standard rate for professional development services is \$2,000/day, per matrix of one full day facilitator with part-time support and/or oversight from other staff. As a long-time recurring partner, and given the constraints on the related grant budget, the collaboration is offered at a discount of twenty-five percent.

### **3. WHO IS SERVED?**

One hundred 7<sup>th</sup> and 8<sup>th</sup> grade teachers from across the district and select leaders from the participating schools.

### **4. WHO WILL PROVIDE SERVICES?**

Services will be founded by the Center for Technology (CTSC) at Teachers College, Columbia University. The Center is Co-Founded and Directed by **Dr. Ellen Meier**, Professor of Computing and Educational Practice in the Department of Mathematics, Science, and Technology. Dr. Meier's research examines how urban teachers use digital tools to promote student understanding through inquiry-based learning. A significant focus of her research is on transformative approaches to professional development, a larger undertaking of the Center. Dr. Meier is an advisor to NYSED on computer science education, and Co-Chairs the USNY Council on Technology Policy and Practice. Dr. Meier oversees the professional development work of the Center in collaboration with **Karen Kirsch Page**, Associate Director of Professional Development. Ms. Page is a former K-8 teacher, technology coordinator, designer of STEAM electives, an experienced professional developer and an advanced doctoral student with a research focus on adult learning and technology. She has worked at the Center for the past five years.

CTSC is comprised of a dedicated team of professional developers and researchers with a range of interests and experience. Our current staff of sixteen educators (5 full-time and 12 part-time) represent expertise in areas such as technology integration, curriculum design and development, science, mathematics, engineering, the humanities, and educational leadership. Our professional development team includes both full-time staff and part-time facilitators, many of whom hold masters' degrees in STEM disciplines from Teachers College. In recent years, we have formalized



our training program for professional developers, and mentor our own staff accordingly. Senior professional developers working on this initiative will include **Karen Kirsch Page, Jacqueline Pilati, and Lauren Simon**. Ms. Pilati is a former NYC public school teacher, a museum educator, pre-service coordinator, and an experienced STEM professional developer. She has worked full-time at CTSC for the past year. Lauren Simon is a former urban elementary school teacher, with specializations in mathematics and bilingual teaching. She has worked full-time at CTSC as a professional developer for the past three years. Ms. Page, Ms. Pilati, and Ms. Simon will be supported by part-time facilitators on an as needed basis.

**4a. WILL THE CONTRACTOR BE UTILIZING ANY VOLUNTEERS, OR BE HIRING/UTILIZING ANY SUBCONTRACTORS IN FURTHERANCE OF THIS AGREEMENT? IF SO, PLEASE LIST ALL OF THEIR NAMES AND CONTACT INFORMATION.**

No

**5. WHAT WILL BE COMMUNICATED TO DISTRICT PERSONNEL, PARENTS, OTHERS ABOUT PROGRESS AND RESULTS OF THE SERVICES?**

At the start of the partnership and on an ongoing basis, CTSC will engage in needs assessments meetings with the district to understand the needs of the district, the individual needs of participating schools, teachers, and students in order to best situate the professional learning to the stated goals of the grant initiative. Data, including teacher feedback forms and surveys will be reviewed, and teacher design work will be shared.

**6. HOW WILL THE QUALITY BE JUDGED?**

The quality of service will be evaluated through the Yonkers Public School District ongoing monitoring of the contractual services via agendas, summary reports and surveys.

**7. PERSONS RESPONSIBLE FOR ADMINISTERING THE CONTRACT.**

Ms. Dawn Bartz, Executive Director of Social Studies, Science & Instructional Technology

**CONTRACTOR'S NAME, ADDRESS & CONTACT INFORMATION**

Contact Information:  
Dr. Ellen B. Meier  
Director, Center for Technology and School Change  
Teachers College, Columbia University  
525 West 120<sup>th</sup> Street, Box 8  
New York, NY 10027  
212-678-3829 | [ebm15@tc.columbia.edu](mailto:ebm15@tc.columbia.edu)

**CONTRACTOR'S FEDERAL IDENTIFICATION NUMBER**

Federal Identification Number and Status:  
Teachers College, Columbia University  
EIN: 131624202  
Non-Profit 501(c)(3)

**8. ARE THE SERVICES PURSUANT TO A GRANT AGREEMENT? IF YES, WHAT IS THE GRANT, AND WHAT ARE THE GRANT REQUIREMENTS RELATED TO THIS AGREEMENT?**

Professional development services are pursuant to the district's SMART Start agreement with New York State. The district must provide the College with the relevant document(s) to ensure compliance with the related requirements set forth by New York State.

**9. WILL THE CONTRACTOR BE RECEIVING ANY STUDENT DATA OR OTHER DATA FROM YONKERS PUBLIC SCHOOLS? IF YES, PLEASE DESCRIBE. IF STUDENT DATA IS BEING SHARED, PLEASE PROCEED TO QUESTION 10 BELOW.**

No

**10. WILL THE STUDENT DATA BE USED FOR THE PURPOSE OF DEVELOPING, VALIDATING, ADMINISTERING STUDENT AID PROGRAMS, OR IMPROVING INSTRUCTION? IF YES, PLEASE SPECIFICALLY DESCRIBE.**

No

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**SCHEDULE "B"**  
**COST PROPOSAL**

## PERFORMANCE BASED CONTRACT GUIDELINES SCHEDULE B

	Center for Technology and School Change, Teachers College, Columbia University				
Consultant:	Columbia University				
Contract Dates:	7/1/21 - 6/30/22				
Federal ID:	131624202				
Description of Services	School/Site	Consultant's Daily Rate	Number of Days	Hours/Day	Amount
SMART Start Summer Institute for 100 teachers: Introductory Summer Institute focused on inquiry-based approaches to STEM. A team of facilitators from CTSC will design and implement the sessions based on preliminary needs assessment with district leaders (Four-day institute, 5 hour After School Sessions for 100 Teachers, (Four sessions, 3 hours per session). A team of facilitators from CTSC will design and implement the sessions based on needs assessment with district leaders and ongoing feedback and data from participants.	Hybrid Online , Partly at YCSD STEM Innovation Center @ Palisade Prep	\$ 1,500.00	13.33	7	\$ 20,000.00
	YCSD STEM Innovation Center @ Palisade Prep	\$ 1,500.00	8	7	\$ 12,000.00
	YCSD STEM Innovation Center @ Palisade Prep	\$ 1,500.00	8	7	\$ 12,000.00
Site visits to support project implementation (8 site visits)	YCSD STEM Innovation Center @ Palisade Prep	\$ 1,500	2	7	\$ 3,000.00
Reflection session.A team of facilitators from CTSC will engage teachers in a culminating reflection to report on the implementation of projects and to reflect on student learning, and ways of moving the work forward into subsequent school years. 3 hours after school.	YCSD STEM Innovation Center @ Palisade Prep	\$1,500	2	7	\$ 3,000.00
Leadership session. A team of facilitators from CTSC will design and facilitate an Interim session with administrators to discuss progress and structural supports for the work. (3 hours)	YCSD STEM Innovation Center @ Palisade Prep	\$1,500	2	7	\$ 3,000.00
					\$ -
					\$ -
Total:					\$ 50,000.00

**Schedule "C"**  
**STANDARD INSURANCE PROVISIONS**  
(Consultant)

1. Prior to commencing work, and throughout the term of the Agreement, the Consultant shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Consultant shall provide evidence of such insurance to the City of Yonkers and the City's School District, acting by and through its Board of Education (together the "City"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Purchasing ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Consultant and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Consultant shall upon notice to that effect from the City, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Purchasing Bureau of the City for approval by the Director. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated.

Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification.

All property losses shall be made payable to the "City of Yonkers" and adjusted with the appropriate City personnel.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of Consultant's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Consultant maintains broader coverage and/or higher limits than the minimums identified herein, the City shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2 The Consultant shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required

for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.l) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Consultant and Sub-Consultant.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.l) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as an additional insured on a primary and non-contributory basis.

3. All policies of the Consultant shall be endorsed to contain the following clauses:

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(a) Insurers shall have no right to recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City is named as an insured, shall not apply to the City.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Consultant.

**SCHEDULE "D"**  
**Yonkers City School District**  
**Parents' Bill of Rights for Data Privacy and Security**

The Yonkers City School District is dedicated and committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York State Education Law Section 2-d, the Yonkers Public School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians. New York State Education Law Section 2-d and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. The following is the Yonkers Public Schools Bill of Rights for Data Privacy and Security.

The Yonkers City School District, in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information ("PII") in educational records from unauthorized access or disclosure in accordance with both State and Federal law. The Yonkers City School District establishes the following parental bill of rights:

1. Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.
2. A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by the district or any third party Consultant. The district will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by the district in accordance with district policy.
3. Parents have the right to inspect and review the complete contents of their child's education record.
4. State and federal laws, such as New York State Education Law § 2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' PII. Safeguards associated with industry standard and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
5. A complete list of all student data elements collected by the State Education Department is available for public review at <http://www.nysed.gov/data-privacy-security> or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.
6. Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints should be directed to:  
Deputy Superintendent, Yonkers Public Schools, One Larkin Center, Yonkers NY 10701 or send an email to [BORComplaints@yonkerspublicschools.org](mailto:BORComplaints@yonkerspublicschools.org).  
b. Complaints can also be directed to the New York State Education Department online at <http://nysed.gov.data-privacy-security>, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, EB 152, Albany, New York 12234 or by email to [privacy@mail.nysed.gov](mailto:privacy@mail.nysed.gov) or by telephone at (518) 474-0937.
7. Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
8. Parents can expect that educational agency workers who handle PII will receive annual training on applicable federal and state laws, regulations, educational agency's policies and safeguards which will be in alignment with industry standards and best practices to protect PII.
9. In the event that the District engages a third party provider to deliver student educational services, the Consultant or subcontractors will be obligated to adhere to State and Federal Laws to



safeguard student PII. Parents can request information about third party Consultants by contacting Deputy Superintendent, Division of Teaching and Learning, Yonkers Public Schools, One Larkin Center, Yonkers NY 10701 or send an email to BORComplaints@yonkerspublicschools.org.

New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available online through <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> for public review online. You may obtain a copy by writing to: Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany NY 12234.

10. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract Yonkers Public schools enters into with a third party Consultant shall include the following supplemental information:

- a. the exclusive purposes for which the student, principal or teacher data will be used;
- b. how the third party Consultant will share the student, principal or teacher data with, if any, will abide by data protection and security requirements;
- c. When the agreement expires and what happens to the student, teacher, or principal data upon expiration of the agreement;
- d. If and how a parent/guardian, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher/principal data that is collected; and
- e. Where the student, teacher, or principal data will be stored (described in such a manner to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

The Yonkers Public Schools Parents' Bill of Rights for Data Privacy and Security reflects information available as of this document's creation. The District Bill of Rights is subject to revision and is projected for revision in accordance with further guidance received, including guidance through NYSED. Additional information is available on the New York State Education Department website. [http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights\\_1.pdf](http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_1.pdf).

Acknowledged and agreed to:

Teachers College Columbia University  
(Legal Name of Person, Firm or Corporation)  
By: [Signature]  
(signature)

## SCHEDULE "E"

### Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR Parts 140-150 or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

- ☒ No  
☐ Yes (as a business owned and controlled by persons of color)  
☐ Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

- ☒ No  
☐ Yes (as a MBE)  
☐ Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply:

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply:

5. Are you certified with the Federal Government as a small disadvantaged business concern?

- ☐ Yes  
☒ No

6. Name of Firm/Business Enterprise:

Address:

Completed By (Print Name/Title):

Signature:

Teachers College Columbia University  
525 W. 120<sup>th</sup> St.  
New York, NY 10027  
Eile Hanley Nigro, OSP  
Eile Hanley Nigro

## **SCHEDULE "F"**

### **CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND**

- A. The Consultant and any individual or legal entity in which the Consultant holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Consultant (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 Principles.
- B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
  - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
  - (3) ban provocative religious or political emblems from the workplace;
  - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
  - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
  - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
  - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
  - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
  - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Consultant agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the City receives information that the Consultant is in violation of paragraph "A", the City shall review such information and give the Consultant opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Consultant in default, and/or terminate this Agreement. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law. The Consultant shall pay to the City the difference between the contract price for the uncompleted portion of this Agreement and the cost to the City of completing performance of this Agreement either by itself or by engaging another Consultant. If this is a contract other than a construction contract, the Consultant shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Consultant plus any reasonable

costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Consultant in partial or total default in accordance with the default provisions of this Agreement. In addition, the Consultant may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Consultant, giving the Consultant the opportunity for a hearing at which the Consultant may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Teachers College Columbia Univ.  
(Legal Name of Person, Firm or Corporation)

By: [Signature]  
(Signature of Authorized Representative)  
Provost & Dean  
(Title)

Dated: September 23, 2021

SWORN to before me this 23 day  
of September, 2021

[Signature]  
Notary Public

Deldra M. Gorgos  
Notary Public, State of New York  
No. 01GO6376177  
Qualified in New York County  
Commission Expires June 04, 2022

## SCHEDULE "G"

### VENDOR BACKGROUND QUESTIONNAIRE

This questionnaire has been developed to collect information from vendors/Consultants wishing to do business with the City of Yonkers.

Please complete the questionnaire carefully, answering all questions truthfully and accurately. Answers must be typewritten or printed in black or blue ink. If you need more space to answer a question, type or print the answer on company letterhead and attach it to the questionnaire. **ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS.** Failure to submit a complete and accurate questionnaire may result in your bid or proposal being rejected as non-responsive and, therefore, ineligible for award.

**GENERAL INFORMATION** Initial Application: YES ☒ NO ☐ Revision: YES ☐ NO ☒

1. Submitting Business Name Teachers College, Columbia University  
 EIN/SSN 131624202  
 Dun & Bradstreet # 071050983  
 "Doing Business As" Name(s), if any \_\_\_\_\_  
 Business Address and date business located at this address 525 W. 120th St  
NY NY 10027  
 Other business addresses, if any (satellite offices, plants, warehouses, branch offices headquarters, etc.) \_\_\_\_\_  
 Mailing address, if different from above \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Contact Person and Title \_\_\_\_\_  
 Company website www.tc.columbia.edu
2. Does this business now, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? YES ☐ NO ☒ If YES, please provide details and explain: \_\_\_\_\_
3. Has this business changed addresses in the past five years? YES ☐ NO ☒ If YES, please provide all complete former addresses: \_\_\_\_\_
4. a. Date business was formed 1880  
 b. Date business was incorporated 1880

5. Type of Organization (Please circle one)

- a. Business Corporation  
State/County in which incorporated \_\_\_\_\_  
Name of individuals/entities incorporating business \_\_\_\_\_
- b. Sole Proprietorship
- c. General Partnership/ Limited Partnership  
State or County where partnership certificate/agreement is filed \_\_\_\_\_
- d. Joint Venture
- e. Non Profit
- f. Not for Profit
- g. Other (Explain) \_\_\_\_\_

6. Type of Business (Please circle one)

- a. Manufacturing
- b. Distribution
- c. Retail
- d. Commercial Service
- e. Professional Service, Non Construction, Non-Law
- f. Bank
- g. Construction Manager
- h. Architect
- i. Engineer
- j. General Consultant
- k. Consultant (Specify) \_\_\_\_\_
- l. Laboratory Testing and Analysis
- m. Law Firm
- n. Other (Explain) Education

7. Has this business been certified by a government entity (SBA, NYC, etc.) as a Minority Business, Women-Owned Business, Disadvantaged Business or Small Business Enterprise?

YES ☐, NO ☒. If YES, please explain. \_\_\_\_\_

a. Do you perform outreach to any of these Enterprises to perform subcontracting work?  
YES ☐, NO ☒

b. Will you use one of these Enterprises as a subcontractor on work performed for the City of Yonkers? YES ☐, NO ☒ If YES, explain. \_\_\_\_\_

**BUSINESS HISTORY**

8. Was this business purchased as an existing business by its present owners? YES ☐, NO ☐.  
If YES, please provide date of purchase and name(s) of previous owner(s). \_\_\_\_\_

9. Does this business own ☒, rent ☐, or lease ☐ its office facilities? (Please check one). If leased or rented, please provide name, address, and telephone number of building owner/ landlord.  
\_\_\_\_\_

10. Does this business share office space, staff, equipment, or expenses with any other business or not-for-profit organization? YES ☐, NO ☒. If YES, please provide the name and address of the other entity and nature of relationship to this business.
11. Will this business use or occupy any real property, other than the addresses listed in response to Question 1., to carry out the terms of any contract you may receive from the City of Yonkers? YES ☐, NO ☒. If YES, please provide details and explain.

### BUSINESS PRINCIPALS

12. For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued stock, any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.

13. Number of Employees 1000+

14. Is this business now or has it been in the last five years a subsidiary of another business? YES ☐, NO ☒. In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business? YES ☐, NO ☐. If YES, please provide details and explain.

15. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or more of its stock to another business or to an individual to guarantee payment for a debt or obligation? YES ☐, NO ☒. If YES, please provide details and explain.

16. Is this business or any business listed in response to question 14 now or has it been in the last five years:

a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary?

YES ☐, NO ☒

b. A vendor of or Consultant to the City of Yonkers? YES ☐, NO ☒

c. A subcontractor on any contract with the City of Yonkers? YES ☐, NO ☒

If YES to any above, please provide details and explain.

17. Are any of the persons listed in answer to question 12 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES ☐, NO ☒. If YES, please provide details and explain.

18. Has this business or any business listed in response to question 14 at present or has it ever been:
- a. Debarred by any agency\* from entering contracts? YES ☐, NO ☒.
  - b. Found not responsible by any government agency? YES ☐, NO ☒.
  - c. Declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES ☐, NO ☒.
  - d. Suspended by any government agency from entering any contract with it? YES ☐, NO ☒.
  - e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES ☐, NO ☒.
  - f. A respondent before the Grand Jury or any Federal, State or City Board? YES ☐, NO ☒.
  - g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES ☐, NO ☒.
  - h. Required to pay liquidated damages on a contract? YES ☐, NO ☒.
  - i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES ☐, NO ☒.
  - j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES ☐, NO ☒.
  - k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES ☐, NO ☒.
  - l. Subject of a criminal investigation\*\* or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES ☐, NO ☒.
  - m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES ☐, NO ☒.

**If you answered YES TO ANY OF THE QUESTIONS IN ITEM 18, please provide details including dates, agency/entity names, and disposition on company letterhead.**

\* Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.

\*\* An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry, or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.

19. In the last five years, have any of the persons listed in response to question 12:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☒.
  - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES ☐, NO ☒.
  - c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☒.
  - d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☒.
  - e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☒.
  - f. Entered a consent decree? YES ☐, NO ☒.
  - g. Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES ☐, NO ☒.



If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details including dates, agency/entity names, and disposition on company letterhead.

20. Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☒.
  - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES ☐, NO ☒.
  - c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☒.
  - d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☒.
  - e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☒.
  - f. Entered a consent decree? YES ☐, NO ☒.
  - g. Been granted immunity from prosecution for any business – related conduct constituting a crime under State or Federal Law? YES ☐, NO ☒.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details including dates, agency/entity names, and disposition on company letterhead.

21. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years? YES ☐, NO ☒. If YES, explain \_\_\_\_\_

22. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES ☐, NO ☒. If YES, explain \_\_\_\_\_

23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

Jurisdiction

Trade Category

_____	_____
_____	_____
_____	_____
_____	_____

24. Pursuant to Executive Order No 6-2013, "delinquent Consultants shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities." Is the Consultant currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners? YES ☐, NO ☒.
- If YES, explain \_\_\_\_\_
- \_\_\_\_\_

25. Does the Consultant or Controlling Person(s) own any property within the City of Yonkers? YES ☐ NO ☒

If "Yes," please list the address of each property.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

26. If requested, the Bidder shall provide a list of references on company letterhead in this format:

1. Agency/owner
2. Contract number
3. Contract title
4. Name & location of project
5. Contact name, telephone number, address
6. Brief description of work and services provided
7. Indicate if you were a prime or sub-Consultant
8. If you were the prime Consultant and sub-Consultants were used, identify the names of the sub-Consultants and describe the work they performed
9. Period of performance
10. Original contract amount
11. Current or final contract amount
12. Number of change orders
13. Reason for change orders
14. Describe any area of the scope-of-work considered unique
15. Indicate any key individuals who participated in this contract that are proposed to be assigned to the City/YPS contract

**CERTIFICATION**

A materially false statement willfully or fraudulently made in connection with this questionnaire is sufficient cause for rendering the business entity not responsible with respect to the present bid or proposal and future bids or proposals, and in addition, may subject the person and/or entity making the false statement to criminal charges, including but not limited to New York State Penal Law sections 175.35 (Offering a false statement for filing) and 210.40 (Sworn false statement) and/or Title 18 U.S.C. sections 1001 (False or fraudulent statement) and 1341 (Mail fraud).

I, Stephanie Rowley, being duly sworn, state that I am the  
Print or Type Name of Bidder/Proposer Authorized Representative  
Provost of Teachers College, and Print or  
Type Title of Bidder/Proposer Authorized Representative Print or Type Name of Entity Submitting  
Bid/Proposal

I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

I will notify the City of Yonkers in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of any contract with the City.

I acknowledge that the City of Yonkers may, by means it deems appropriate, determine the accuracy and truth of the statements made in this questionnaire.

I recognize that all information submitted is for the express purpose of inducing the City to enter a contract with the submitting business entity.

I authorize the City to contact any entity or person named in this questionnaire, for purposes of verifying the information submitted.

[Signature]  
Signature of Bidder/Proposer Authorized Representative

STATE OF NY )

COUNTY OF NY ) ss:

On the 23 day of September in the year 2021, before me personally came  
Stephanie J. Rowley, to me known and known to me to be the person  
Print or Type Name of Bidder/Proposer Authorized Representative

described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

[Signature]  
Notary Public

Place Notary Public Stamp Here:

Deidra M. Gorgos  
Notary Public, State of New York  
No. 01G06376177  
Qualified in New York County  
Commission Expires June 04, 2022  
June 04, 2022

## SCHEDULE "H"

### CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

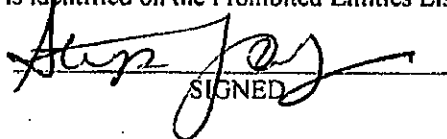
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Consultant, any person signing on behalf of any Bidder/Consultant and any assignee or sub-Consultant and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Consultant and any sub-Consultant or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

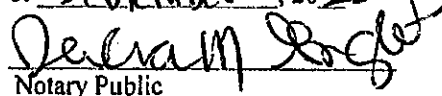
Additionally, Bidder/Consultant is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Consultant seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City of Yonkers receive information that a Bidder/Consultant is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Consultant in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Consultant that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Consultant that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Stephanie Rowley, being duly sworn, deposes and says that he/she is the President of the Teachers College Corporation and that neither the Bidder/Consultant nor any proposed sub-Consultant is identified on the Prohibited Entities List.

  
SIGNED

SWORN to before me this 23 day  
of September, 2022  
  
Notary Public

Deidra M. Gorgos  
Notary Public, State of New York  
No. 01GO6376177  
Qualified in New York County  
Commission Expires June 04, 2022

## **SCHEDULE "I"**

(For any contract receiving Federal Financial Assistance, including, but not limited to, Grant Funding)

### **City of Yonkers - Standard Title VI/Non-Discrimination Assurances**

*The City of Yonkers (the "City"), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*

By executing a contract with the City, the bidder, agrees that it is subject to and will comply with all applicable provisions of the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (the "Civil Rights Act"), 42 U.S.C. § 2000d *et seq.*, which prohibits discrimination on the basis of race, color, national origin;
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs of the Department Of Transportation ("DOT")-Effectuation of Title VI of the Civil Rights Act*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act);

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements. (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the bidder hereby gives assurance that it will promptly take any measures necessary to ensure that:

*No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which Federal financial assistance is received.*

During the performance of any contract, the Consultant, for itself, its assignees, and successors in interest and consultants (hereinafter referred to as the "Consultant") agrees as follows:

- 1. Compliance with Regulations:** The Consultant will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. DOT, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Consultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations,

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Consultant or supplier will be notified by the Consultant of the Consultant's obligations under

this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other appropriate governmental entity, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or other appropriate governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the City will impose such contract sanctions as it or other appropriate governmental entity may determine to be proper, including, but not limited to:

- a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or other appropriate governmental entity may direct as a means of enforcing such provisions including sanctions for noncompliance. It is the intent and understanding of the parties that each and every provision required to by law or as a result of grant funding shall be and is inserted herein. Furthermore, it is hereby stipulated that if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then every such provision is hereby deemed correctly incorporated herein by reference. If the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

I acknowledge and agreement that the terms of this addendum will be deemed incorporated by reference into any agreement entered into between the Consultant and the City.

Sworn to before me this 23 day of  
September, 2022  
Deidra M. Gorgos  
Notary Public

Stephanie J. Dwyer  
Name: Provost & Dean  
Title: September 23, 2022  
Date: Deidra M. Gorgos  
Notary Public, State of New York  
No. 01GO6376177  
Qualified in New York County  
Commission Expires June 04, 2022

## **SCHEDULE "J"**

### **Data Sharing Agreement**

The Yonkers Public Schools (YPS) and Consultant (collectively, the "parties") wish to enter into an agreement whereby Consultant is granted access to YPS's student data (the "Data"). The purpose of this Data Sharing Agreement is to raise the effectiveness of the services provided by Consultant and YPS, and additionally allow for Consultant to evaluate the parties' programs. The scope of the Data Sharing Agreement is limited to data provided to Consultant by YPS.

The YPS hereby grants Consultant a limited, nontransferable, revocable, non-exclusive license to use the Data solely for the purposes and solely in the manner set forth in this agreement. This agreement applies to all Data that is provided to Consultant from official YPS records. For the purpose of this agreement, "Data" include but are not limited to student records and student information that describe the demographic or other characteristics, academic achievement and/or performance, programs or activities or other direct or indirect identifiers of an individual student. Data may be in electronic or paper format.

1. YPS acknowledges Consultant as a long term partner in delivering effective services to YPS students and thus, is authorized to access the Data in support of this partnership in accordance with this Agreement.
  - a. Consultant will limit internal access within Consultant to any shared YPS Data solely to those individuals that are determined to need such Data to support program evaluation research in partnership with YPS.
  - b. Upon implementation of this Agreement, Consultant will provide the YPS with a list of those individuals authorized to access the Data. For the purposes of Consultant's support of program evaluation research, Consultant may share the Data solely with the list of authorized persons.
    - i. To add to, delete or change this list, Consultant must give prior written notice to the YPS and subsequently receive written permission from YPS.
    - ii. Consultant shall ensure that each authorized individual implements and fully complies with the same restrictions and conditions that apply through this agreement to YPS with respect to the Data.
2. This Data Sharing Agreement's duration is limited to the term of this agreement as specified in paragraph "3" of the Contract. After the expiration of the contract, Consultant may not thereafter use the Data unless this agreement is extended in writing by YPS. Not later than 30 days after the expiration date, Consultant shall either permanently destroy the Data and all copies thereof or return the Data to the YPS. Consultant shall not keep a copy of the Data in any form or format. If Consultant requires extended access to this Data, a written request must be submitted to the YPS, and subsequently approved in writing by YPS.
3. Consultant agrees to make available to the YPS, for the improvement of instruction, the results of Consultant's program evaluation research, at the request of the YPS.
4. As to any studies developed as a result of this data agreement, except as permitted by FERPA and other applicable law, Consultant shall not publish confidential information or any other information which identifies students, employees or officers of the YPS without first obtaining written consent from the YPS. Also, Consultant shall remove the School District's name and any identifying information from the publication if the YPS requests and you shall not make any

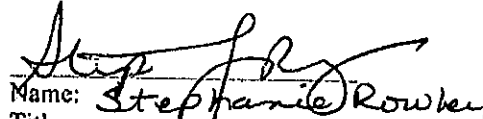
statement to the media relating to the subject matter of this agreement without the School District's prior written consent.

5. Consultant acknowledges and agrees to comply with the re-disclosure limitations set forth in FERPA, including in 34 C.F.R. § 99.33. The United States Department of Education, Family Policy Compliance Office, provides more information concerning FERPA at its web pages, at: [www.ed.gov/policy/gen/guid/fpco/ferpa/index.html](http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html).
6. Consultant shall maintain and protect the confidentiality of the Data and keep the Data in a secure environment, with access restricted solely to the list of authorized person or persons submitted to the YPS;
7. Consultant agrees to require all employees, Consultants, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. Researcher further agrees to require and maintain an appropriate confidentiality agreement from each employee, Consultant, or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work as authorized under this Agreement.
8. Consultant shall use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
  - a. Consultant may not transmit the Data via unencrypted e-mail, but must rely solely on secure transmission methods, including hand delivery in a sealed envelope.
9. Consultant explicitly acknowledges and agrees that it and all those it employs and controls cannot sell or release any Data which has been shared with it, pursuant to this Agreement, for any commercial purposes.
10. Consultant shall immediately notify the YPS in the event it suspects or becomes aware that any Data, which has been shared with it pursuant to this Agreement, has been or may have been breached and/or released without authorization.
11. Consultant acknowledges that federal and state laws protect the confidentiality of personally identifiable Data of YPS students, teachers and principals. Consultant represents and warrants that any officers, employees or agents of Consultant who will have access to the Data to be shared pursuant to this Agreement has received or will receive training on the Federal and State laws governing confidentiality of such Data prior to obtaining access to such Data.
12. Consultant shall forward to the YPS, free of charge, a copy of any formal research report that is generated using the Data.
13. If Consultant fails to comply with the terms, conditions and limits set forth in this agreement, the Yonkers Public Schools shall have the right, at its option: to (a) terminate this agreement immediately; (b) compel Consultant to comply with this agreement; (c) seek any other remedy available at law or in equity; or (d) pursue any combination of these remedies.
14. Consultant agrees that to the fullest extent permitted by law, Consultant will hold harmless, defend and indemnify YPS and the City of Yonkers, its agents, employees, and board members from any liability, cost or expense, including without limitation penalties, losses, damages,

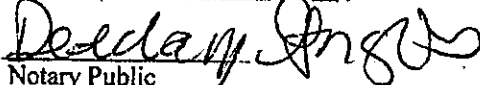


attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by Consultant under this Agreement. The terms of this section shall survive termination of this Agreement.

I acknowledge and agree to the terms of this Schedule and understand that this Schedule will be deemed incorporated by reference into any agreement entered into between the Consultant and the City /School District.

  
Name: Stephanie Rowley  
Title: Provost  
Date: \_\_\_\_\_

SWORN to before me this 23 day  
of September, 2020

  
Notary Public

Deldra M. Gorgos  
Notary Public, State of New York  
No. 01G06376177  
Qualified In New York County  
Commission Expires June 04, 2022



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
09/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Willis Towers Watson Northeast, Inc.  
c/o 26 Century Blvd  
P.O. Box 305191  
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center  
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378  
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	United Educators Insurance a Reciprocal Ri	10020
INSURER B:	Sentry Insurance Company	24988
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
Teachers College Columbia University  
525 West 120th Street, Box 83  
New York, NY 10027

## COVERAGES

CERTIFICATE NUMBER: W21921611

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		Y	Y	K99-49C	09/01/2021	09/01/2022	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			K99-49C	09/01/2021	09/01/2022	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	No	N/A	9016586001	09/01/2021	09/01/2022	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Internship and Professional Liab			K99-49C	09/01/2021	09/01/2022	Per Claim \$1,000,000
							Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Office of Sponsored Programs- Eileen Hawley-Nigro

The Yonkers Public Schools and City of Yonkers is included as an Additional Insured as respects to General Liability where required by contract with the insured.

Waiver of Subrogation applies in favor of The Yonkers Public Schools and City of Yonkers with respects to General

## CERTIFICATE HOLDER

The Yonkers Public Schools and City of Yonkers  
One Larkin Center  
Yonkers, NY 10701

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b> Teachers College, Columbia University 525 West 120th Street New York, NY 10027  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b> 212-678-3482  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>   <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 13-1624202
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> The City of Yonker and Yonkers Public Schools One Larkin Center Yonkers, NY 10701	<b>3a. Name of Insurance Carrier</b> Sentry Insurance A Mutual Company <b>3b. Policy Number of Entity Listed in Box "1a"</b> 9016586001 <b>3c. Policy effective period</b> 09-01-2021 to 09-01-2022 <b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy**). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the Insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the Insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: BRIAN JORGENSON

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

*Brian Jorgenson*

(Signature)

08-31-2021

(Date)

Title: DIRECTOR OF NATIONAL ACCOUNTS UNDERWRITING

Telephone Number of authorized representative or licensed agent of insurance carrier: 715-346-8502

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

## **Workers' Compensation Law**

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### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Workers'  
Compensation  
Board

# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

## PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>Teachers College, Columbia University 525 W 120th Street New York, NY 10027</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>212-678-3196</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>13-1624202</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Yonkers The Yonkers Public Schools One Larkin Center 430692 Yonkers, NY 10701</p>	<p>3a. Name of Insurance Carrier</p> <p>The Standard Life Insurance Company of New York 333 Westchester Avenue, West Building, Suite 300 White Plains, New York 10604</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>430692</p> <p>3c. Policy effective period</p> <p>6/1/19 to 6/1/22</p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes of employer's employees:</p> <p>_____</p> <p>_____</p>	

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 9/24/2021 By Madeleine Olszewski  
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 732-815-2119 Name and Title Madeleine Olszewski, Employee Benefits Service Manager

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

## PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.