

## CLASSROOM TRAINING AGREEMENT

THIS AGREEMENT, made the 1<sup>st</sup> day of July, 2020, by and between the **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal offices at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and **BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY**, having its principal place of business at 71 Clinton Road, Garden City, New York 11530 (hereinafter referred to as "SCHOOL").

### WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (hereinafter referred to as "WIOA") provides grants for Workforce Development Areas through the States for the purpose of establishing programs and plans for a one-stop service delivery system through which any person may explore work preparation and career development services and access a range of employment, training and adult and occupational education programs; and

WHEREAS, in accordance therewith the areas comprised of the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE were duly designated by the Governor of the State of New York as constituting an eligible Workforce Development Area, and

WHEREAS, the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE duly entered into a Multi-Jurisdictional Agreement dated January 23, 2019 for the purpose of administering programs under said law wherein the Supervisor of the Town of Oyster Bay was designated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities, and

WHEREAS, the TOWN's Department of Intergovernmental Affairs' Division of Employment and Training has been duly designated through the Multi-Jurisdictional Agreement as the entity to administer required programs under the said law, its rules and regulations, and

WHEREAS, programs providing classroom training leading to employment in demand occupations are appropriate activities under WIOA, and

WHEREAS, the SCHOOL is deemed an eligible enterprise to furnish such services, and

WHEREAS, the SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers;

NOW, THEREFORE, in consideration of the mutual interests provided for hereby, the parties herein agree as follows:

## **GENERAL CONDITIONS**

### **1. AUTHORITY**

Pursuant to grants awarded to the TOWN, through its Department of Intergovernmental Affairs (IGA), by the New York State Department of Labor under the Workforce Innovation and Opportunity Act (WIOA) through but not limited to:

- a) Catalog of Federal Domestic Assistance (CFDA) 17.258 WIOA Adult Program.
- b) Catalog of Federal Domestic Assistance (CFDA) 17.278 WIOA Dislocated Worker Program.
- c) Catalog of Federal Domestic Assistance (CFDA) 17.259 WIOA Youth Program

### **2. LAWS APPLICABLE**

a) SCHOOL agrees that it will comply with requirements of WIOA and the regulations and policies promulgated thereunder. If such regulations should be amended it shall then comply with them, or it will notify TOWN within thirty (30) days of receipt from TOWN of such amended or revised regulations that it cannot so conform. TOWN may, after receipt of such notices of inability to comply, terminate this contract in whole or part on ten (10) days' notice. TOWN shall be responsible to advise SCHOOL of any amendments or revisions of said regulations. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-Discrimination Order under the program contemplated by this Agreement.

b) SCHOOL shall sign the Federal Certifications, which are attached hereto as Appendix IV and in all respects made a part hereof. SCHOOL affirms that it will abide by the provisions of the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, the Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements, the Certification Regarding Drug Free Workplace, the Certification Regarding Nondiscrimination and Equal Opportunity Assurance, the Certification Regarding Buy American Notice Requirement, the Certification Regarding Salary and Bonus Limitations, and the Certification Regarding Veterans' Priority Provisions.

e) SCHOOL agrees that neither the program, nor the funds provided shall in any way or to any extent be used in the conduct of political activities, nor shall any participant be selected or discriminated against in any way based on political belief or affiliation.

### **3. NONDISCRIMINATION**

As a condition to the award of financial assistance under WIOA through the Department of Labor, SCHOOL assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship, status as a lawfully admitted permanent resident alien, refugee, asylee, parolee, or other immigrant authorized by the Attorney General to work in the United States or participation in any WIOA financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil

Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States Department of Labor has the right to seek judicial enforcement of this assurance. Nondiscrimination requirements under WIOA are set forth in Appendix III "Equal Opportunity is the Law" and Appendix IV "Procedure for Filing Complaints."

#### Priority of Service for Veterans and Eligible Spouses

WIOA provides priority of service to all veterans and eligible spouses under all programs. Therefore, veterans and eligible spouses will be given priority over noncovered persons for the receipt of employment, training and placement services. A veteran or an eligible spouse must either receive access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse must receive access to the service instead of or before the non-covered person.

#### **4. HOLD HARMLESS**

a) BOTH PARTIES agree that they are and at all times shall be deemed to be Independent Contractors and shall not at any time or for any purpose be deemed an employee of EITHER PARTY, and that BOTH PARTIES shall not in any manner whatsoever, by their actions or deeds, commit EITHER PARTY to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, or employee of EITHER PARTY, nor any participant in this program, shall at any time or under any circumstance be deemed to be an agent, servant, or employee of EITHER PARTY. BOTH PARTIES affirm that they will pay and compensate all eligible employees, servants, contractors and agents, and they agree to hold BOTH PARTIES harmless from liability for payments of such services.

b) SCHOOL agrees to conduct its activities pursuant to this Agreement so as not to endanger any person and to indemnify and hold harmless the TOWN, its agents, officers and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damage to TOWN property), costs and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by the acts or omissions of SCHOOL, its officers, agents, employees, guests, patrons or invitees, whether such actions are authorized under this Agreement or not.

c) SCHOOL shall be obligated to defend TOWN in any action brought on as a result of any claim under this Agreement.

#### **5. INSURANCE**

The SCHOOL shall not begin any programs until it has obtained and the TOWN and IGA have received and approved all insurance required under this contract. Furthermore, the SCHOOL shall procure and keep in force all required insurance at its own cost and expense. In addition, the SCHOOL shall maintain the required insurance during the performance of this contract up to the date when all participants enrolled under this contract are no longer in attendance.

a) In accordance with the laws of the State of New York. **WORKER'S COMPENSATION INSURANCE** must cover all of the SCHOOL'S employees employed at the site of the program. If any work is approved by the Town of Oyster Bay and IGA to be sublet, the Contractor shall require the sub-contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless the Worker's Compensation Insurance of the SCHOOL covers such employees. A second certificate of Worker's Compensation Insurance must be submitted by the SCHOOL to IGA prior to the commencement of the Contract.

b) **COMPREHENSIVE GENERAL LIABILITY INSURANCE** must be obtained to protect the SCHOOL, and any subcontractor (if the subcontractor is approved to operate under this contract by the TOWN and IGA) performing work in connection with this contract from claims for damages for personal injury (bodily injury, sickness or disease including any resulting death, as well as injury claimed to be sustained resulting from false arrest, detention, and/or imprisonment, malicious prosecution, libel, slander and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry), and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the SCHOOL or by any subcontractor or by anyone directly or indirectly employed by either of them.

The minimum amount of such insurance must be as follows:

1. Personal Injury: \$1,000,000 each occurrence; \$2,000,000 aggregate.
2. Property Damage: \$ 500,000 each occurrence.

A certificate of Comprehensive General Liability Insurance as described above, listing the "Town of Oyster Bay" as a named insured and accompanied by an endorsement from the company must be submitted by SCHOOL to the IGA prior to the commencement of this Agreement.

If the SCHOOL is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by SCHOOL to IGA prior to the commencement of this Agreement.

## 6. SCHOOL'S OBLIGATIONS

a) SCHOOL agrees to accept all participants for training, provided the participants meet the SCHOOL'S admissions standards, into one of the several courses listed in Appendix I, which is annexed hereto, and in all respects made a part of this Agreement.

b) SCHOOL shall perform all training services for specified trainees within the period agreed to herein; and shall adhere to the curriculum as well as provide all instruction and other services, materials, equipment, books, supplies, uniforms, etc. necessary for such training, as approved by the New York State Education Department/authorizing entity. SCHOOL agrees to provide, at all times, training programs that offer current skills as required in the local labor market and shall retain participants until completion of their training unless otherwise consented to in writing by TOWN.

c) SCHOOL shall submit bi-weekly attendance forms, a monthly report of participant's progress, and problem reports, as needed. Such problem reports shall identify and define any participant problems requiring immediate attention. SCHOOL agrees to abide by the provisions of the TOWN Division of Employment and Training's "Training Attendance Policy" for enrollees.

d) SCHOOL shall provide trainees any required certification of training accomplished. SCHOOL shall comply with follow-up requirements, as required under WIOA, whereby information regarding each participant's status following the completion of training must be reported for a period of twelve (12) months from the last date of training.

e) SCHOOL shall not subcontract any or all of the services herein agreed to unless previously consented to in writing by the TOWN.

f) SCHOOL shall complete a "Student Progress Report" at the conclusion of each course participant completes, a sample of copy of which is attached and made apart hereof.

## **7. TOWN OBLIGATIONS**

TOWN shall provide the SCHOOL with all forms and policies necessary to complete its reporting requirements and process its claims for payment. TOWN shall refer trainees to appropriate SCHOOLS and courses and shall generally monitor SCHOOL'S obligations, and administer to needs arising therefrom.

## **8. RECRUITMENT**

The SCHOOL and TOWN shall conduct an assessment of each participant's goals, as well as needs and abilities, prior to enrollment into a training program. A "Training Plan Agreement" shall be utilized for this purpose, a sample copy of which is attached and made a part hereof.

## **9. PAYMENTS**

a) SCHOOL will be paid for training only those participants who are certified in writing as eligible by TOWN. An "Approval Letter" verifying the participant's eligibility to attend the SCHOOL must be received by the SCHOOL prior to the start of the participant in the course(s).

b) Where applicable, the SCHOOL agrees to assist participants in applying for PELL/TAP or any other financial assistance programs and will provide TOWN with copies of such applications. Such assistance shall consist of advising students of the possibility of being eligible for financial assistance and instruction as to where they may go to obtain such information, including referrals to the "Financial Aid Office." A "Financial Aid Agreement" between the SCHOOL, participant and TOWN as defined in Appendix VI shall be completed for each participant. SCHOOL must notify TOWN, in writing, of any student financial assistance approvals and provide TOWN with a copy of the "Student Aid Report" arising from such application. Financial aid must be used to offset all costs owed by TOWN for the base tuition, books, fees, supplies, uniforms, exams, etc. prior to billing TOWN and prior to the release of any remaining funds to the participant.

c) SCHOOL shall submit a "Town of Oyster Bay Claim" form and an itemized invoice to TOWN for each individual's tuition. The invoice must be prepared in accordance with the payment requirements as outlined on Appendix I. A single claim form can be used for several participants attending a single class/course with a separate invoice attached for each participant who attended to support the cost per person.

d) The schedule and procedures for billing will be in accordance with Appendix I. Payments will be made at the rates established through Appendix I unless it is determined that the SCHOOL is charging a lesser rate than that of what is reflected in Appendix I at the time of the student's enrollment; in this instance payment will be made in the amount of the lesser rate. Payment is further contingent upon the following conditions:

1. For courses that are 300 hours or more in duration, SCHOOL will have the first ten (10) days of training to evaluate participants. Official notification of this determination is to be reported to TOWN. In addition, SCHOOL agrees that if a participant does not continue beyond this ten (10) business-day assessment period, there will be no tuition charge to TOWN.
2. For courses that are less than 300 hours in duration, the first five (5) days of training will be considered an assessment period. This assessment period will incorporate the same procedures as outlined in item "1" of this section.
3. For courses that are less than 75 hours in duration, the first two (2) days of training will be considered an assessment period. This assessment period will incorporate the same procedures as outlined in item "1" of this section.

e) In the event that the SCHOOL is the recipient of other federal, state or local government grants or awards, it is expressly understood and agreed that the SCHOOL shall not bill or charge for services rendered, equipment and/or materials purchased, and operating expenses allowed, for any and all services, equipment, and expenses which are provided through other funding sources.

f) If SCHOOL chooses to discount a course which is under contract, SCHOOL shall notify TOWN of the discount in writing, with an effective date, on SCHOOL'S letterhead. The discount will apply to all participants enrolled in said course until further notice. The discount shall be noted on the TOWN'S claim form and no other documentation will be required.

## **10. PLACEMENT**

a) SCHOOL shall not charge any additional fees for placement to either the participants who have completed the program or to the employers who hire them. TOWN and SCHOOL shall work together to place participants in training-related positions upon completion of the training program.

b) SCHOOL shall monitor placement percentages for each course in accordance with the following schedule:

1. SCHOOL placement outcomes shall be evaluated quarterly.
2. If placement outcomes for a course fall below 70%, the course will be dropped from the available inventory at the conclusion of the next evaluated quarter.
3. Courses may be added back onto the available inventory at the conclusion of the next evaluated quarter if placement rates rise above 70%; or SCHOOL provides verification from local companies that there are job openings for the skills attained in said course and these companies pledge to consider graduates sponsored by TOWN; or SCHOOL provides a sufficient corrective action plan such as the revamping of the curriculum to better meet the needs of local employers.

## **11. DISALLOWED COST**

a) If at any time, for any reason, during or after the term of this Agreement, the United States Department of Labor, New York State of Department of Labor, or any other authorized governmental agency makes a determination that the SCHOOL utilized funds received under WIOA in such a manner so as to violate any provision of the Workforce Innovation and Opportunity Act, or the rules and regulations promulgated thereunder, the SCHOOL agrees to indemnify and hold harmless TOWN, and to stand in TOWN'S place for purposes of making any reimbursements that become due and payable.

b) The employment or training of participants in sectarian activities is prohibited.

## **12. CLAIMS AND CLOSEOUT**

The TOWN agrees that sufficient funds shall at all times remain obligated to cover all possible charges against the program covered by this Agreement. The SCHOOL agrees to submit, no later than one hundred and fifty (150) days from the participant's last day of attendance, all reports, claims, and statements needed for the closeout procedure. Such reports will include, but will not be limited to all cost data, final claims for reimbursement, or other fiscal adjustments deemed to be allocated and allowable under the contract. On the one hundred and fifty first (151st) day after the participant's last date of attendance in the training program, all unexpended funds may be de-obligated.

## **13. TERMINATION OF TRAINEE**

The SCHOOL'S rights to discipline, suspend or discharge participants shall be in accordance with the SCHOOL'S established rules and regulations, and with any applicable collective bargaining agreement. However, SCHOOL does not have the authority to terminate any TOWN participant without prior written consent from TOWN in order that TOWN may have an opportunity to provide the participant with appropriate supportive services.

#### **14. TERMINATION OF CONTRACT**

a) Should the SCHOOL fail to perform any of the terms, covenants or conditions of this Agreement, in whole or part, TOWN, on behalf of WIOA, shall have the right to terminate this Agreement.

b) Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement. If this Agreement is so terminated, payments hereunder are limited to the extent of allowable costs incurred prior to the date of termination.

c) Should the funds granted by the United States Government, New York State Department of Labor, be reduced, disallowed, terminated or not renewed, TOWN expressly reserves the right to cancel this contract and to de-obligate the remaining unpaid amount due under this Agreement.

#### **15. AUDIT AND RECORDS**

a) SCHOOL, including its satellites, if any, shall maintain full and complete books and records of accounts in accordance with "Generally Accepted Accounting Principles (GAAP)" and such other records as may be prescribed by TOWN. Such books and other records shall at all times be available for audit and inspection by TOWN or its duly designated representatives. All financial records shall be retained for a period of seven (7) years after the expiration or termination of this contract. Such period of access and retention shall continue until any and all claims, appeals, litigations or disputes arising under this contract have been disposed of.

b) TOWN shall conduct on-site monitoring and auditing visits upon reasonable notice to assure contract compliance and adherence to all applicable rules and regulations at least one (1) time during the contract period.

c) SCHOOL agrees to maintain the confidentiality of all information regarding participants or their immediate families and will not divulge same without the prior written permission of the participant or as may be required by law.

#### **16. MISCELLANEOUS**

a) Any modification or amendment to this Agreement must be mutually agreed to by the parties herein and must be put forth in written form.

b) Appendices I through VI, are annexed hereto and hereby made a part of this Agreement inasmuch as they are applicable, supplement and do not conflict with the terms herein.

c) The SCHOOL and TOWN agree that no officer, director, agent, or employee of or connected in any capacity with any agency or organization receiving financial assistance or any funds under WIOA shall knowingly enroll an immediate relative or ineligible participant.

d) SCHOOL warrants that it is not in arrears to TOWN or any other agency,

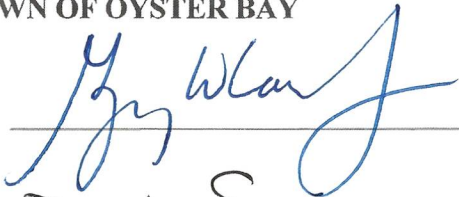
company, or private party upon debt or contract and that it is not in default as surety, contractor or otherwise upon any obligation to TOWN, any other agency, company or private party.

e) Any discovery or invention which arises or is developed in the course of or under this contract will become the property of the federal government.

It is further agreed to by the parties herein that this Agreement shall commence on the 1st day of July 2020 and terminate on the 30th day of June 2023. The parties stipulate and agree that upon the mutual written consent of both parties, this Agreement may be extended for a period of three additional years, to wit, from July 1, 2023 to June 30, 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

**TOWN OF OYSTER BAY**

By: 

Title: Deputy Supervisor

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY**

By: 

Title: District Superintendent

Reviewed By  
Office of Town Attorney

  
Egan

RAF: CT - 8/2/20 - IS:SAG

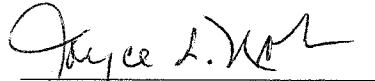


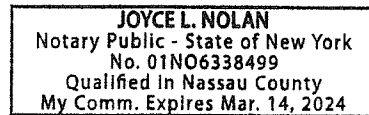
STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 18<sup>th</sup> day of November, in the year 2020,  
before me, the undersigned, personally appeared Robert R. Dillon,  
personally to me known or proved to me on the basis of satisfactory evidence  
to be the individual whose name is subscribed to the within instrument as  
District Superintendent of the BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES OF NASSAU COUNTY, and acknowledged  
to me that he/she executed the same in his/her authorized capacity, and that  
by his/her signature on the instrument, the individual or the entity upon behalf  
of which the individual acted, executed the instrument.

  
Notary Public



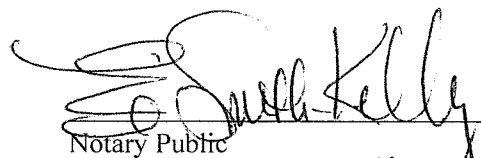
**TOWN OF OYSTER BAY**

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On this 10 day of December, 2020, before me personally  
came Gregory W. Corman, Jr, to me  
known, who being duly sworn, did depose and say that he/she is the  
Deputy Supervisor of the Town of Oyster Bay and a duly authorized  
representative thereof and that he/she has executed the above instrument in  
his/her authorized capacity.

  
Notary Public

**ERIN SMITH-KELLY**  
Notary Public, State of New York  
No. 01SM4777920  
Qualified in Nassau County  
Commission Expires September 30, 2022

# **CLASSROOM TRAINING AGREEMENT APPENDICES**

APPENDIX I (1)	TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)
APPENDIX I (2)	TRAINING COSTS AND GUIDELINES FOR WIOA PAY-FOR-PERFORMANCE CONTRACT
APPENDIX II	FEDERAL CERTIFICATIONS
APPENDIX III	EQUAL OPPORTUNITY IS THE LAW
APPENDIX IV	GRIEVANCE PROCEDURES
APPENDIX V	TOWN OF OYSTER BAY DISCLOSURE AFFIDAVIT
APPENDIX VI	FINANCIAL AID AGREEMENT

## APPENDIX I (1)

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2020 to June 30, 2023

**Training Provider:** BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY  
**Address:** 1196 Prospect Avenue  
Westbury, New York 11590  
**Website:** [www.nassauboces.org/adulted](http://www.nassauboces.org/adulted)

**Admin. Contact:** Michele Cohen, Principal  
**Admin. Phone:** (516) 622-6870 or (516) 967-0681  
**Admin. Email:** [mcohen@nasboces.org](mailto:mcohen@nasboces.org)  
**Program Contact:** Brad Slepian, Assistant Principal  
**Program Phone:** (516) 622-6901  
**Program Email:** [BSlepian@nasboces.org](mailto:BSlepian@nasboces.org)  
**Program Contact:** Cathy Breuer  
**Program Phone:** (516) 622-6954  
**Program Email:** [cbreuer@nasboces.org](mailto:cbreuer@nasboces.org)

Options for both on-site (classroom) training and on-line training are available under an Individual Training Account (ITA), as approved by TOWN/WIOA staff.

Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.

If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

**Course Title:** all courses sponsored under this contract must be listed on the **New York State Department of Labor's Eligible Training Provider List -**  
<http://applications.labor.ny.gov/ETPL/>

All courses deemed **Demand Occupations** as listed in the most **current** "NASSAU BOCES" catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most **current** "NASSAU BOCES" catalog, brochure, pamphlet or advertisement available to the general public. Participant will be registered based on the **current** prices at the time of registration into the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement available to the general public.
4. Tuition claims may be sent to the TOWN OF OYSTER BAY at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider, if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.

## APPENDIX I (2)

### TRAINING COSTS AND GUIDELINES FOR WIOA PAY-FOR-PERFORMANCE CONTRACT

Contract Dates: July 1, 2020 to June 30, 2023

**Training Provider:** BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY

**Address:** 1196 Prospect Avenue  
Westbury, New York 11590

**Website:** [www.nassauboces.org/adulted](http://www.nassauboces.org/adulted)

**Admin. Contact:** Michele Cohen, Principal

**Admin. Phone:** (516) 622-6870 or (516) 967-0681

**Admin. Email:** [mcohen@nasboces.org](mailto:mcohen@nasboces.org)

**Program Contact:** Brad Slepian, Assistant Principal

**Program Phone:** (516) 622-6901

**Program Email:** [BSlepian@nasboces.org](mailto:BSlepian@nasboces.org)

**Program Contact:** Cathy Breuer

**Program Phone:** (516) 622-6954

**Program Email:** [cbreuer@nasboces.org](mailto:cbreuer@nasboces.org)

Options for both on-site (classroom) training and on-line training are available under this Pay-for-Performance contract, as approved by TOWN/WIOA staff.

Customers will be referred to training provider via a “referral” form, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.

If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

**Course Title:** all courses sponsored under this contract must be listed on the **New York State Department of Labor’s Eligible Training Provider List** -

<http://applications.labor.ny.gov/ETPL/>

All courses deemed **Demand Occupations** as listed in the most **current** “NASSAU BOCES” catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most **current** “NASSAU BOCES” catalog, brochure, pamphlet or advertisement available to the general public. Participant will be registered based on the **current** prices at the time of registration into the course.

#### **Computation for Payment:**

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
2. Subject to the refund policy of the SCHOOL, as stated in the “Enrollment Agreement” or in the SCHOOL’S catalog, brochure, pamphlet or advertisement available to the general public.
3. For those customers enrolled in a certificate program under this Pay-for-Performance contract, there will be a 15% placement holdback of the tuition amount owed until which time customer is placed in full-time, training-related employment. Placement must occur within ninety (90) calendar days from the completion date of the training program, and employment must continue for a minimum of thirty (30) consecutive calendar days. TOWN will automatically deduct 15% from the tuition amount owed at the time of billing, and this holdback will only apply to the base tuition and **not** books, supplies, uniforms, tools, exams or required fees. A waiver of this placement holdback requirement may be granted under certain circumstances.
4. Tuition claims may be sent to the TOWN OF OYSTER BAY at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy **minus** the 15% placement holdback.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider, if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.

## Appendix II

### FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

#### A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A. 1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

#### B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

### **C. DRUG FREE WORKPLACE**

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

### **D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

### **E. BUY AMERICAN NOTICE REQUIREMENT**

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 505 – Buy American Requirements.

### **F. SALARY AND BONUS LIMITATIONS**

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-

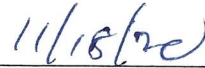
133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

**G. VETERANS' PRIORITY PROVISIONS**

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.



Contractor Signature



Date

## APPENDIX III



### **It is against the law for all recipients of Federal financial assistance to discriminate on the following basis:**

Against any individual in the United State, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with such program or activity.

### **What to Do If You Believe You Have Experienced Discrimination**

If you think you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

**Local Workforce Development Area Equal Opportunity Officer, Brigid Hand – The Workforce Partnership, 977 Hicksville Road, Massapequa, New York 11758 - [bhand@oysterbay-ny.gov](mailto:bhand@oysterbay-ny.gov) ; Phone: 516-797-4560; Fax: 516-797-4565**

**Director – Division of Equal Opportunity Development, New York State Department of Labor, State Office Campus, Building 12, Room 540, Albany, New York 12240; Phone: 518-457-1984; (TDD) 1-800-662-1220; (Voice) 1-800-421-1220**

### **Or you may file a complaint directly with:**

**Director – Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, D.C. 20210**

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.



(Auxiliary Aids and Services Available)





A proud partner of the  
**AmericanJobCenter**  
**THE WORKFORCE PARTNERSHIP**

*Representing the*

**Town of Oyster Bay, Town of North Hempstead, and City of Glen Cove Local Workforce Development Area**

**MASSAPEQUA AMERICAN JOB CENTER**

977 Hicksville Road  
Massapequa, NY 11758  
(516) 797-4560

**HICKSVILLE AMERICAN JOB CENTER**

301 W. Old Country Road  
Hicksville, NY 11801  
(516) 934-8532

**APPENDIX IV**

**WIOA Title I Complaint/Grievance Procedure**

**YOU HAVE THE RIGHT TO FILE A COMPLAINT** regarding the implementation of any Title I-financially assisted program or activity if you think you have been discriminated against. The Grievance Officer, Ms. Brigid Hand, will be available to review all complaints, assist in their processing and provide any necessary forms or technical assistance. Ms. Hand is located in the Massapequa American Job Center, and may be contacted via: Phone: 516-797-4560; Fax: 516-797-4565; or Email: [bhand@oysterbay-ny.gov](mailto:bhand@oysterbay-ny.gov)

**Procedures for Complaints**  
**Non-Criminal and Non-Discrimination**

Complaints and Grievances from *Participants* and other *Interested Parties* affected by the Local Workforce Development System, including One-Stop Partners and Service Providers.

1. All complaints must be in writing, signed and filed within one year of the facts that caused the complaint.
2. The process starts when a complaint/grievance is filed with the Grievance Officer, who will log the complaint, and review it to seek a resolution.
3. A hearing will be scheduled at least thirty (30) calendar days, but no more than forty-five (45) calendar days, from the filing of the complaint /grievance to provide the person or entity (Complainant) with an opportunity to present witnesses and other evidence.
  - a. Notice of the grievance hearing shall be in writing and include: the date, the time, and place of hearing; a statement of the law and regulations under which the hearing is to be held, and a short and clear statement of the complaint/grievance.
  - b. Note that if the Grievance Officer is successful in reaching an informal resolution with the Complainant prior to the date of the scheduled hearing, the scheduled hearing will be adjourned.
4. At the Local Area level, a written Decision must be issued to the Complainant by the Hearing Officer within sixty (60) calendar days of the filing of the complaint/grievance.
5. Complainants not in receipt of a written decision within sixty (60) calendar days of filing the complaint/grievance have the right to request a State Level review. Such a request must be filed within fifteen (15) calendar days from the date on which the Complainant should have received a written decision. The request for a State Level Review must be filed with the State Level Grievance Officer. State level appeals must be submitted by certified mail, return receipt requested to: State Level Grievance Officer, New York State Department of Labor, W. Averell Harriman State Office Building Campus, Building 12, Room 440, Albany, New York 12240-0001.

Complainants in receipt of a written State Level hearing decision, have the right to request a Federal Level Review.

**Criminal Complaints** involving fraud, abuse, or other criminal activity shall be filed with the U.S. Department of Labor, Washington D.C. 20210. At the same time, a copy of this complaint should be sent to the New York State Department of Labor, 301 W. Old Country Road, Hicksville, New York 11801, to the attention of the State Representative.

**If your complaint is not related to the Workforce Innovation and Opportunity Act program, it will be referred to the appropriate agency. Complaints may also involve or entitle Complainants to recourse from State or Federal agencies pursuant to applicable laws.**

**Please be assured that the filing of a complaint will *Not* result in negative treatment or denial of services.**

(Auxiliary Aids and Services Available)

## APPENDIX V

### **TOWN OF OYSTER BAY DISCLOSURE AFFIDAVITS**

Filliable PDF versions of the Disclosure Affidavits may be found at:  
<http://oysterbaytown.com/doing-business-with-the-town/>

CONTRACT# \_\_\_\_\_ TITLE \_\_\_\_\_

**TOWN OF OYSTER BAY  
DISCLOSURE QUESTIONNAIRE**

All questions on this questionnaire must be answered by an officer and any stakeholders who hold a majority or greater ownership interest in the proposer. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO  
SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL  
MAY BE REJECTED AS NON-RESPONSIVE AND IT MAY NOT BE CONSIDERED FOR  
AWARD

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

**SECTION I: GENERAL INFORMATION**

- 1. Business name (legal name): Board of Cooperative Education Services of Nassau County
- 2. Federal Employer ID No. (FEIN): \_\_\_\_\_
- 3. d/b/a – doing business as (if applicable): Nassau BOCES  
County filed: Nassau
- 4. Website address (if applicable): www.nassauboces.org
- 5. Business e-mail address: rdillon@nassboces.org
- 6. Principal place of business address: 71 Clinton Rd, Garden City NY 11530
- 7. Telephone number: 516 622 6870 7. Fax number: \_\_\_\_\_
- 8. Does the business use, or has it used in the past five (5) years, any other business name, FEIN, or d/b/a other than what is listed in questions 1-3 above? Yes  No   
If yes, please provide details. \_\_\_\_\_
- 9. Authorized contact:  
Name: Michele Cohen  
Title: Principal, Adult Education  
Telephone number: 516 622 6870 Fax number: \_\_\_\_\_  
E-mail: mcohen1@nassboces.org

10. How many years has this entity been in business? 50+

11. The proposer is a (check one):  Sole Proprietorship  Partnership  Corporation  
 Other (Describe) education

**SECTION II: PRINCIPAL INFORMATION**

1. Principal Name \_\_\_\_\_  
Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_ % Equity Interest in Company \_\_\_\_\_  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_

2. Positions held in submitting business  
\_\_\_\_\_  
\_\_\_\_\_

3. Within the past five years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?  
YES  NO ; If Yes, provide details. \_\_\_\_\_  
\_\_\_\_\_

4. Has any governmental entity awarded any contracts to a business or organization listed in question 3 above in the past five (5) years while you were a principal owner or officer?  
YES  NO ; If Yes, provide details. \_\_\_\_\_  
\_\_\_\_\_

**SECTION III: DUE DILIGENCE QUESTIONS - TO BE COMPLETED IF CONTRACT VALUE IS \$25,000.00 OR OVER IN A 12 MONTH PERIOD.**

1. Does the business possess all certifications, licenses, permits, approvals, insurance, bonds or other authorizations issued by any local, state, or federal governmental entity in connection with the proposal/project, business services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy.  
YES  NO  If no, please provide details \_\_\_\_\_  
\_\_\_\_\_

2. Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES  NO  If Yes, provide details. \_\_\_\_\_  
\_\_\_\_\_

3. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with any entity terminated? YES  NO  If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination.

\_\_\_\_\_

\_\_\_\_\_

4. List all contracts that business has entered into with any municipality in the past three (3) years. Please list the names, address and contact person for the contracting entities. \_\_\_\_\_

Attach additional pages if necessary.

5. Has the proposer, during the past five (5) years, been declared bankrupt? YES  NO  If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

\_\_\_\_\_

6. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency?

YES  NO  If Yes, provide details for each such investigation. \_\_\_\_\_

\_\_\_\_\_

7. In the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES  NO  If Yes, provide details for each such investigation. \_\_\_\_\_

\_\_\_\_\_

8. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies?

YES  NO  If Yes, provide details for each such investigation. \_\_\_\_\_

\_\_\_\_\_

9. In the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES  NO  If Yes, provide details for each such investigation. \_\_\_\_\_

\_\_\_\_\_

10. Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment( if the conduct pertained to events that allegedly occurred during the time of employment):

a) Any felony charge pending? YES  NO  If Yes, provide details for each such charge.

\_\_\_\_\_

\_\_\_\_\_

b) Any misdemeanor charge pending? YES  NO  If Yes, provide details for each such charge. \_\_\_\_\_

\_\_\_\_\_

c) Any violations of administrative, statutory or regulatory provisions pending? YES  NO  If Yes, provide details for each such charge. \_\_\_\_\_

\_\_\_\_\_

d) In the past ten (10) years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness.? YES  NO  If Yes, provide details for each such conviction.

\_\_\_\_\_

\_\_\_\_\_

e) In the past ten (10) years, been convicted, after trial or by plea, of a misdemeanor? YES  NO  If Yes, provide details for each such conviction. \_\_\_\_\_

\_\_\_\_\_

f) In the past ten (10)years, been found in violation of any administrative, statutory, or regulatory provisions? YES  NO  If Yes, provide details for each such occurrence.

\_\_\_\_\_

\_\_\_\_\_

11. In the past five (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES  NO  If Yes, provide details for each such instance.

\_\_\_\_\_

\_\_\_\_\_

12. For the past five (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges? YES  NO  If Yes, provide details for each such year. \_\_\_\_\_

\_\_\_\_\_

**SECTION IV: CONFLICT OF INTEREST**

Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

1. Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.

no conflict exists

2. Any family relationship that any employee of your firm has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.

no conflict exists

3. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.

no conflict exists

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT PROPOSAL OR FUTURE PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert R. Dillon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief. The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief; is knowledgeable about the submitting business's business and operations; understands that the Town of Oyster Bay will rely on the information supplied in this questionnaire when entering into a contract or agreement with the business; and is under duty to notify the Town of Oyster Bay of any material changes to the business's responses herein

Sworn to before me this 18<sup>th</sup> day of November 2020

Joyce L. Nolan  
Notary Public

**JOYCE L. NOLAN**  
Notary Public - State of New York  
No. 01NO6338499  
Qualified in Nassau County  
My Comm. Expires Mar. 14, 2024

Name of submitting business: Board of Cooperative Educational Services of Nassau County

By: Michelle Cohen  
Print name

[Signature]  
Signature

Principal  
Title

12 / 2 / 2020  
Date



**THE WORKFORCE PARTNERSHIP**

*Representing the*

**Town of Oyster Bay, Town of North Hempstead, and City of Glen Cove Local Workforce Development Area**

**MASSAPEQUA AMERICAN JOB CENTER**  
977 Hicksville Road  
Massapequa, NY 11758  
(516) 797-4560

**HICKSVILLE AMERICAN JOB CENTER**  
301 W. Old Country Road  
Hicksville, NY 11801  
(516) 934-8532

**APPENDIX VI**

**FINANCIAL AID AGREEMENT**

(between Training Provider, Customer and The Workforce Partnership)

Training Provider: \_\_\_\_\_

Customer: \_\_\_\_\_

As a customer enrolled in Classroom Training through The Workforce Partnership, my eligibility for training services will be in effect ONLY under the following conditions:

1. I will apply for PELL, TAP or any other type of financial aid available at the above-named training institution.
2. I will submit copies of my application for financial aid to The Workforce Partnership and training institution.
3. I agree to authorize the above-named training institution to release all information regarding my financial aid award to The Workforce Partnership, and I also agree to use such award monies to pay for my tuition, books, fees, exams and any other training-related expenses, prior to using these funds for my personal use.

I HAVE READ AND UNDERSTAND THE ABOVE-LISTED CONDITIONS AFFECTING MY CLASSROOM TRAINING ELIGIBILITY:

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

THE TRAINING PROVIDER AGREES TO NOTIFY THE WORKFORCE PARTNERSHIP IN WRITING OF THE AMOUNT AND DISPOSITION OF ALL FINANCIAL AID AWARDS FOR THE ABOVE-NAMED CUSTOMER:

\_\_\_\_\_  
TRAINING PROVIDER REPRESENTATIVE SIGNATURE/TITLE

\_\_\_\_\_  
DATE

THE WORKFORCE PARTNERSHIP AGREES TO PAY FOR THE TUITION, BOOKS, FEES, EXAMS AND OTHER REQUIRED EXPENSES, ONCE ALL FINANCIAL AID FUNDING IS EXHAUSTED:

\_\_\_\_\_  
THE WORKFORCE PARTNERSHIP SIGNATURE/TITLE

\_\_\_\_\_  
DATE



(Auxiliary Aids and Services Available)

# ATTACHMENTS

## TRAINING FORMS



# TOWN OF OYSTER BAY

Department of Intergovernmental Affairs  
 Division of Employment & Training  
 977 Hicksville Road, Massapequa, NY 11758

# WIOA

## STUDENT BI-WEEKLY TRAINEE ATTENDANCE SHEET

Client must sign this sheet upon arrival and departure on a daily basis,  
 NOTE: Attendance Time Sheets and Claim Voucher MUST BE SIGNED IN INK

SCHOOL: \_\_\_\_\_

STUDENT NAME: \_\_\_\_\_

NY# \_\_\_\_\_

COURSE: \_\_\_\_\_

DATE	Time In	CLIENT'S SIGNATURE	Time Out	CLIENT'S SIGNATURE	TOTAL HOURS	INSTRUCTOR'S/AUTHORIZED SIGNATURE
TOTAL HOURS FOR ABOVE LISTED COURSE DAYS						

**AUTHORIZED MAKE-UP TIME (FOR TRAINING FACILITY TO COMPLETE)**

DATE:	TIME STARTED: _____ TIME FINISHED: _____	TOTAL HOURS	AUTHORIZED SIGNATURE: _____
	TIME STARTED: _____ TIME FINISHED: _____	TOTAL HOURS	AUTHORIZED SIGNATURE: _____
	TIME STARTED: _____ TIME FINISHED: _____	TOTAL HOURS	AUTHORIZED SIGNATURE: _____
	TIME STARTED: _____ TIME FINISHED: _____	TOTAL HOURS	AUTHORIZED SIGNATURE: _____

I certify that the above information is agreement with the records of this training facility.

Training Provider  
 Authorized Signature \_\_\_\_\_

DATE \_\_\_\_\_

# The Workforce Partnership

Representing the Town of Oyster Bay,  
Town of North Hempstead and the City of Glen Cove

## MASSAPEQUA CAREER CENTER

977 Hicksville Road  
Massapequa, NY 11758  
(516) 797-4560

## HICKSVILLE CAREER CENTER

301 W. Old Country Road  
Hicksville, NY 11801  
(516) 934-8532

## ATTENDANCE POLICY

Our Attendance Policy has been developed to make the best possible training opportunity for our customers. Satisfactory attendance and punctuality are beneficial to a positive experience.

### A. Absence

1. A maximum of 10% absenteeism is the total amount permitted for a DET customer (student). When a single absence occurs in any two week period, unless student's previous record is sufficiently clear, the student must be placed on probation. Any absence thereafter which exceeds the 10% of the time in program up to that point constitute grounds for immediate termination.

### B. Excused Time

1. Sick time will be permitted up to the maximum indicated in this policy. When absence lasts two or more consecutive days a doctor's note must be provided indicating the reason for the absence. The doctor's note must be provided indicating the reason for the absence. The doctor's note is to assist the Division of Employment and Training (DET) Counselors to determine whether or not to terminate the student. The student is expected to make this time up.
2. When requested by the DET counselor or by the school, the student is to be excused for any documented appointment with a DET Counselor, such documentation will be provided to the school. Such an appointment is not considered an absence. However, the student is expected to make this time up.
3. The student will be excused for a documented job interview, provided the interview is verified by the DET Counselor and school. Interviews are not considered an absence; the student is expected to make this time up.
4. The student will be excused for a documented appointment to appear for a court appointment or to fulfill an obligation to the Department of Social Services for such absences documentation is to be provided in advance, both to the school and to the DET Counselor. Interviews or court appearances are not considered absences, provided that the DET Counselor approves. The participant's

attendance pattern and requirements of the training program will influence the DET Counselor's decision. The student is expected to make this time up.

### **C. Probation**

When absences reach ten percent of student's time spent in training, the school is required to take the following action immediately.

1. Write a letter to the student advising him/her of the following:
  - a. That he/she is on probation.
  - b. That the student may be terminated from the program by the Division of Employment and Training at the next absence.
  - c. That he/she must contact the DET Counselor at the Division of Employment and Training immediately upon receipt of this letter.

### **D. Termination**

When absences exceed 10% of the participant's time in training, the school must take the following course of action immediately:

1. Write a letter to the student advising him/her of the following:
  - a. That he/she is terminated from the program by the Division of Employment and Training for excessive absence.  
Or
  - b. That he/she must contact DET Training Counselor at the Division of Employment and Training immediately upon receipt of this letter.
2. Telephone the DET Counselor with information concerning the student's status.
3. Send a copy of the letter to the DET Counselor.

(The DET training counselor may reinstate the student when there are extenuating circumstances).

### **E. No probation or termination on the basis of holidays.**

Holidays and days when school is closed are not to be counted in determining probation and/or termination. All other absences, excused or unexcused, do count when determining whether the student should be placed on probation or be terminated from the program.

### **F. Lateness**

All Students are to be present at the start of class, and after any breaks. Attendance is to be taken exactly at these times, and any student not present at times is considered to be late.

If a student is late three times, the student will be warned that further lateness will result in a one day suspension. On the fourth lateness, the student will be suspended on the following day of school. Under extremely extenuating circumstances, the training agent or his designee may waive this requirement. There must, however, be a written explanation for the waiver in the student's file.

**G. School's own attendance and lateness policy.**

In the event that the school's own attendance and/or tardiness policy is more stringent than DET's, it is to be followed. In the event that the School's own policy is less stringent than DET's, DET's Policy must prevail.

**H. Telephone call in case of absence.**

If an absence occurs, the student is obliged to call the school and advise them of the reason for the absence. The call must be made each day an absence occurs, prior to the start of the class.

**I. Short term training courses.**

If the total training course last less than twenty school days, no absences are permitted. Any absences during such a course will result in immediate termination.

Witnessed by:

\_\_\_\_\_  
Classroom Training Unit

\_\_\_\_\_  
Customer's (Student) Signature



**Joseph S. Saladino, Town of Oyster Bay Town Supervisor**

**Frank V. Sammartano, Commissioner**

Department of Intergovernmental Affairs • Division of Employment & Training

**WORKFORCE  
NEW YORK**

# The Workforce Partnership

Representing the Town of Oyster Bay, Town of North Hempstead and the City of Glen Cove

## TRAINING PLAN AGREEMENT

Occupational Goal: \_\_\_\_\_

Work Availability: (Check all appropriate responses)

Starting hourly wage: \_\_\_\_\_

Day       Nassau County       Manhattan

Evening       Suffolk County      Training Provider: \_\_\_\_\_

Customer: \_\_\_\_\_

NY# \_\_\_\_\_

COURSES	START DATE	END DATE	DAILY SCHEDULE	NUMBER OF TOTAL HOURS/CREDITS

### TERMS OF AGREEMENT

- \* The customer shall be enrolled in the above names course(s) with the dates of attendance as listed.
- \* It is acknowledged that the customer has been given the opportunity to research the field of study and the targeted career area, in order to ensure a thorough understanding of the employment opportunities and job tasks involved.
- \* The course(s) prescribed in this plan is deemed to be necessary for the customer to pursue employment.
- \* The customer, Training Provider and The Workforce Partnership agree to the terms of customer's work availability, as well as the starting hourly wage as listed above.
- \* All the courses outlined in this plan will be funded by The Workforce Partnership, provided that the Customer maintains satisfactory progress.
- \* If progress is not satisfactory, The Workforce Partnership reserves the right to discontinue the customer in the above listed course(s).
- \* Tuition payment will be made to the training provider up to the point of termination from course(s).
- \* There will be NO additions or substitutions to the course(s) listed in this training plan.

I agree to the terms of the training plan as outlined above.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Training Provider Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Workforce Partnership Counselor Signature

\_\_\_\_\_  
Date

(Once completed, all parties will receive a copy of this plan)



# TOWN OF OYSTER BAY

## DIVISION OF EMPLOYMENT AND TRAINING

### PROGRESS REPORT FORM

Student: \_\_\_\_\_

NY: \_\_\_\_\_

College: \_\_\_\_\_

COURSE / CODE	DATES OF COURSE	* FINAL GRADE	INSTRUCTOR'S SIGNATURE

\* If there is not a grading system, please indicate whether student "passed" or "failed," or if performance was "satisfactory" or unsatisfactory."

**THE WORKFORCE PARTNERSHIP**

*Representing the*

**Town of Oyster Bay, Town of North Hempstead, and City of Glen Cove Local Workforce Development Area**

**MASSAPEQUA AMERICAN JOB CENTER**

977 Hicksville Road  
Massapequa, NY 11758  
(516) 797-4560

**HICKSVILLE AMERICAN JOB CENTER**

301 W. Old Country Road  
Hicksville, NY 11801  
(516) 934-8532

**PROBLEM REPORT**

Training Provider: \_\_\_\_\_

Customer: \_\_\_\_\_

Course: \_\_\_\_\_

It has been determined that the above-named customer/student is performing unsatisfactorily in the following area(s) for the above-listed course:

Educational achievement (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attendance (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tardiness (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Behavior (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
TRAINING PROVIDER REPRESENTATIVE SIGNATURE/TITLE

\_\_\_\_\_  
DATE



(Auxiliary Aids and Services Available)



**DEPARTMENT OF  
INTERGOVERNMENTAL AFFAIRS**

**Division of Employment & Training  
977 Hicksville Road  
Massapequa, N.Y. 11758  
(516) 797-4560**

**FRANK V. SAMMARTANO  
COMMISSIONER  
COLIN BELL  
DEPUTY COMMISSIONER**

Divisions:  
Community Development  
Employment & Training  
Federal & State Aid

Date

Board of Cooperative Educational  
Services of Nassau County, Nassau BOCES  
1196 Prospect Avenue  
Westbury, New York 11590

**SUBJECT: Classroom Training under WIOA  
GRANT: WIOA  
PARTICIPANT:  
COST:  
COURSE:  
  
START DATE:**

Dear

The above named participant is eligible for WIOA Training and has been approved by our Classroom Training Committee to attend the specified course, at the stated cost.

This letter serves as notification that the Oyster Bay Consortium will be responsible for contractual training costs under WIOA grants.

Very truly yours,

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Employment & Training

# The Workforce Partnership

Representing the Town of Oyster Bay,  
Town of North Hempstead and City of Glen Cove

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## CLASSROOM TRAINING ACCEPTANCE FORM

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This will introduce \_\_\_\_\_ NY OSOS# \_\_\_\_\_

who is being considered for Classroom Training through the Workforce Innovation and Opportunity Act for the following course(s):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

Please note that this form **DOES NOT** indicate that the above named client is approved. Once we receive the information regarding your decision, as per this form, you will be officially notified of approval in writing.

EMPLOYMENT & TRAINING – CRT UNIT AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

To: DIVISION OF EMPLOYMENT & TRAINING – CLASSROOM TRAINING UNIT

We **HAVE ACCEPTED** this applicant to start in the following:

COURSES	TOTAL HOURS / CREDITS	START / END DATE	DAILY SCHEDULE	TUITION	COST OF ADDITIONAL BOOKS, SUPPLIES, TEST FEES

We **HAVE NOT ACCEPTED** this applicant for the following reasons:

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Comments: \_\_\_\_\_

Evaluation method and / or instrument used: \_\_\_\_\_

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SCHOOL OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Revised: 7/16