

TIPS VENDOR AGREEMENT

TIPS RFP 230504 Information Technology Equipment, Software, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

SanJae Educational Resources, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.
6. **Vendor Identity and Contact Information.** It is Vendor’s sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a’s, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor’s sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com

to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the

six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES'

ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees

that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
 - E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in

no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.
39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with

all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

42. Minimum Vendor Legal Requirements. Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. Payment for TIPS Sales. TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. Marketing. Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. Tax Exempt Status of TIPS Members. Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230504 Information Technology Equipment, Software, and Services

Vendor Name: SanJae Educational Resources, Inc.

Vendor Address: 19492 Broad Shore Walk


City: Loxahatchee State: Florida Zip Code: 33470

Vendor Authorized Signatory Name: Sandra E. Butler

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 877-726-5231

Vendor Authorized Signatory Email: sandy@sanjaeco.com

Vendor Authorized Signature:  Date: February 10, 2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 7/10/2023



230504

**SanJae Educational Resources, Inc.
Supplier Response**

Event Information

Number: 230504

Title: Information Technology, Equipment, Software, and Services

Type: Request for Proposal

Issue Date: 5/4/2023

Deadline: 5/25/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

THIS IS NOT A REPLACEMENT CONTRACT. IF YOU CURRENTLY HOLD ANY TIPS CONTRACT TITLED "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES", THERE IS NO NEED TO RESPOND HEREIN UNLESS YOU WISH TO MANAGE MULTIPLE TIPS CONTRACTS THAT HAVE THE SAME TERMS AND COVER THE SAME OFFERINGS. IF YOU HOLD A TIPS CONTRACT WITH A TITLE OTHER THAN "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES", WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

SanJae Educational Resources, Inc. Information

Contact: Sandra Butler
Address: 19492 Broad Shore Walk
Loxahatchee, FL 33470
Phone: (877) 726-5231
Toll Free: (877) 726-6231
Email: sandy@sanjaeco.com
Web Address: sanjaeco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Sandra E. Butler

Signature

Submitted at 5/21/2023 08:56:51 PM (CT)

sandy@sanjaeco.com

Email

Requested Attachments

Pricing Form 1

230504 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

SanJae_NYC English Coop Pricing-2023.pdf

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

230504 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230504 Reference Form.xlsx

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230504 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

Conflict of Interest Questionnaire - Form CIQ.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

w9-2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Pricing Form 2

230504 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Logo (Supplemental Vendor Information Only)

sanjae.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Agreement Signature Form

230504 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Response Attachments

NYC English ELPS Correlations (Standards)'21.pdf

NYC English ELPS Correlations (Standards) PDF

NYC English TELPAS Correlations (PLD)'21.pdf

NYC English TELPAS Correlations (PLD) PDF

NYC English-Comprehensive Correlations Documentation.pdf

NYC English-Comprehensive Correlations Documentation PDF

NYCE_Scope&Sequence_BC3.0_01.01.18.pdf

NYCE_Scope&Sequence_Beginner PDF

NYCE_Scope&Sequence_IC3.0_01.01.18.pdf

NYCE_Scope&Sequence_Intermediate PDF

NYCE_Scope&Sequence_AC3.0_01.01.18.pdf

NYCE_Scope&Sequence_Advanced PDF

OSD_MBE_Certificate.pdf

OSD_MBE_Certificate PDF

Small Business Certificate.pdf

Small Business Certificate PDF

SanJae_NYC English - Company & Program Details.pdf

SanJae_NYC English - Company & Program Details PDF

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

7	Primary Contact Title Primary Contact Title <input type="text" value="President"/>
8	Primary Contact Email Please enter a valid email address that will definitely reach the Primary Contact. <input type="text" value="sandy@sanjaeco.com"/>
9	Primary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="8777265231"/>
10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
11	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8455976309"/>
12	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="James P. Butler"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="CEO"/>
14	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="james@sanjaeco.com"/>

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Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8777265231

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Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

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Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5613705264

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8

Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Sandra E. Butler

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9

Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

sandy@sanjaeco.com

2
0

Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8777265231

2
1

Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Sandra E. Butler

2
2

Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

sandy@sanjaeco.com

2
3

Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8777265231

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Company Website

Company Website (Format - www.company.com)

sanjaeco.com

2
5

Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

SanJae Educational Resources, Inc.

2
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Primary Address

Primary Address

19492 Broad Shore Walk

2
7

Primary Address City

Primary Address City

Loxahatchee

2
8

Primary Address State

Primary Address State (2 Digit Abbreviation)

FL

2
9

Primary Address Zip

Primary Address Zip

33470

3
0

Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Information Technology, Education, Software, Subscriptions, Services

3
1 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

3
2 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

3
3 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

3
4 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

3
5 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

**3
6** Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

**3
7** Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

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Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

3
9

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

41 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
2 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4
3 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4
4 **Non-Collusive Bidding Certificate**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4 **Required Confidentiality Claim Form**

7 **This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

**4
8** **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify (Yes)

**4
9** **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree (Yes)

**5
0** **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

5
1 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees (Yes)

5
2 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees (Yes)

5
3 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

5
4 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

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8

Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

5
9

Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

N/A

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

6
5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

N/A

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

7

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

69 Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

70 Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

71 Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 5 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7 6 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

7 7 2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

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Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The undersigned 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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor’s TIPS pricing and pricing terms proposed.

Does Vendor certify?

8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

9 3 2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

9 4 2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

9 5 2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

9 6 2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: SanJae Educational Resources, Inc.

Vendor Authorized Signatory Name: Sandra E. Butler

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Email: sandy@sanjaeco.com

Vendor Address: 19492 Broad Shore Walk

City: Loxahatchee State: Florida Zip Code: 33470

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Sandra E Butler

VENDOR SUPPLEMENTAL INFORMATION

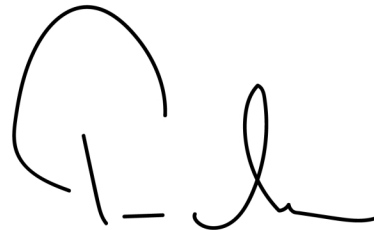
TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

State of Florida

Woman Business Certification

SanJae Educational Resources Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/25/2022 to 02/25/2024



J. Todd Inman
Florida Department of Management Services

Metropolitan Transit Authority of Harris County, Texas
Office of Small Business hereby duly affirms that:

SanJae Educational Resources, Inc.

has successfully met the established requirements of METRO's
Small Business Enterprise Program to be certified as a

Small Business Enterprise (SBE)

Certified NAICS Codes:

NAICS 423430: COMPUTER SOFTWARE, PACKAGED, MERCHANT WHOLESALERS
NAICS 611710: EDUCATIONAL SUPPORT SERVICES



Certification Number: 3118
Effective Date: July 7, 2022
Expiration Date: July 7, 2025

A handwritten signature in black ink, appearing to read "Thomas C. Lambert".

Thomas C. Lambert
President & Chief Executive Officer

A handwritten signature in black ink, appearing to read "Karen Hudson".

Karen Hudson
Deputy Chief Procurement Officer

Note: This certificate is the property of the Metropolitan Transit Authority of Harris County's Office of Small Business and may be revoked should the above named firm graduate from or fails to comply with METRO's Small Business Enterprise Program. Recertification is required every three years.

19492 Broad Shore Walk
Loxahatchee, FL 33470
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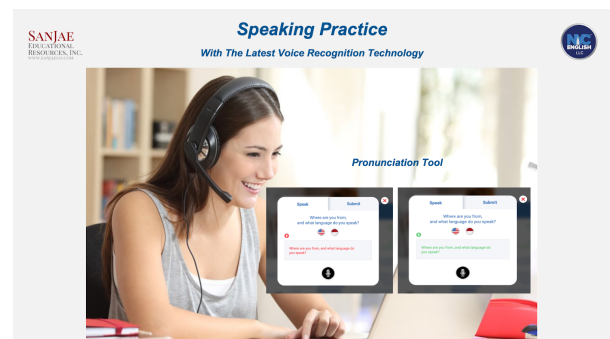
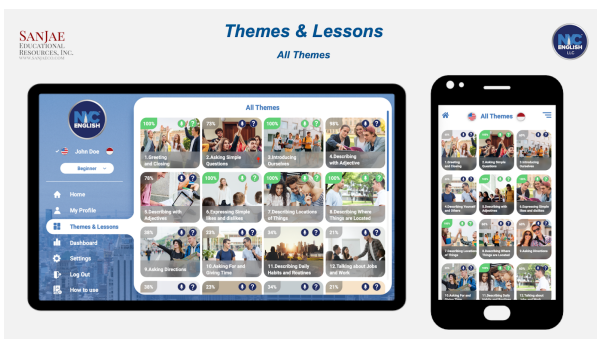
NYC English Program Overview

NYC English is an excellent online program for ESL students and parents. NYC English is a great digital tool for at-home learning and classroom instruction and can be made accessible to students and their parents anywhere, anytime on any device! NYC English is aligned to TELPAS, ELPS, WIDA, CASAS, TESOL & other standards.

Meet NYC English:

- Award-winning ESL software -- named "Best Educational Software" by BESSIE
- Conversational English instruction
- Translation in several languages
- Age-appropriate content for all 5th to 12th grade students and adults
- Hundreds of real-life exercises and quizzes -- and 900 hours of instruction
- Pronunciation recording and immediate analysis and feedback to the student
- Runs on any device: cell phones, tablets, PCs
- Teacher/administrator dashboard for tracking student progress
- Instruction levels from Beginner to Advanced

Here are a few screenshots of NYC English version 3.0



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Company & Program Details

SanJae Educational Resources, Inc., is a software, multimedia distribution, and training company and the U.S. distributor of NYC English. We have successfully completed small to large implementations of educational technology in K-12 schools, prisons, career/vocational education agencies, and adult education facilities throughout the United States for over 20 years. We provide implementation and professional development/training and are the first level of support for our customers.

Sandra Butler, President, and James Butler, C.E.O., are SanJae's primary contacts and are available via phone, text or email 24/7 to answer any questions, and offer support and ongoing training for any and all educators using NYC English.

Mark Emerson, founder of NYC English, LLC, has a long history of customer-focus. He has a team of tech/development people, headed by NYC English's Chief Development Officer Prabish Chandran, available to answer any questions/issues that our SanJae customers have regarding NYC English within 24 hours.

We are introducing TIPS of Texas to this excellent, easy to use, BESSIE award-winning program for all multilingual 6-12 public education classrooms.

- Can be used on any device, anywhere, anytime
- Aligned to TX ELPS, TELPAS, WIDA, TESOL, TOEFL, TOEIC & CEF standards
- Core competency: conversational English/life skills
- Research-based and pedagogically designed for teaching English
- In-depth speaking, listening, comprehension, reading and writing lessons
- Native language support for beginner learners
- Student progress reports available to teachers and administrators anywhere at any time
- Includes beginner, intermediate, and advanced level age-appropriate lessons

The online lessons in each theme are produced in high definition videos using real coaches/mentors. Record/Playback and Voice-to-Text Analysis features help students understand complex words and sentence structures. Teachers can opt to sequence lessons for individual students, which allows for personalized learning experiences.

NYC English developed an interactive website with a holistic approach (<http://nycenglish.nyc>) and a portal where schools can access licenses to the program. Each level of NYC English allows the user to watch videos, practice keywords, and complete exercises and tests. Using dashboards, administrators, staff, teachers, students, and parents can easily track usage and assess progress.

NYC English has three levels of courses: beginner, intermediate and advanced. A learner can start with any level of the course. High definition videos in the program website effectively teach how to communicate in day-to-day life and how to use articles, conjunctions, prepositions and tenses. (Please see links to the scope and sequences in the Official Adoption Samples-Instructional Materials document for more details.) The following is a link to the Courseware-User Manual (for everyone):

https://nyceprod.blob.core.windows.net/production/resources/userguides/NYCE_UserManual_Courseware_rev02.06.19.pdf

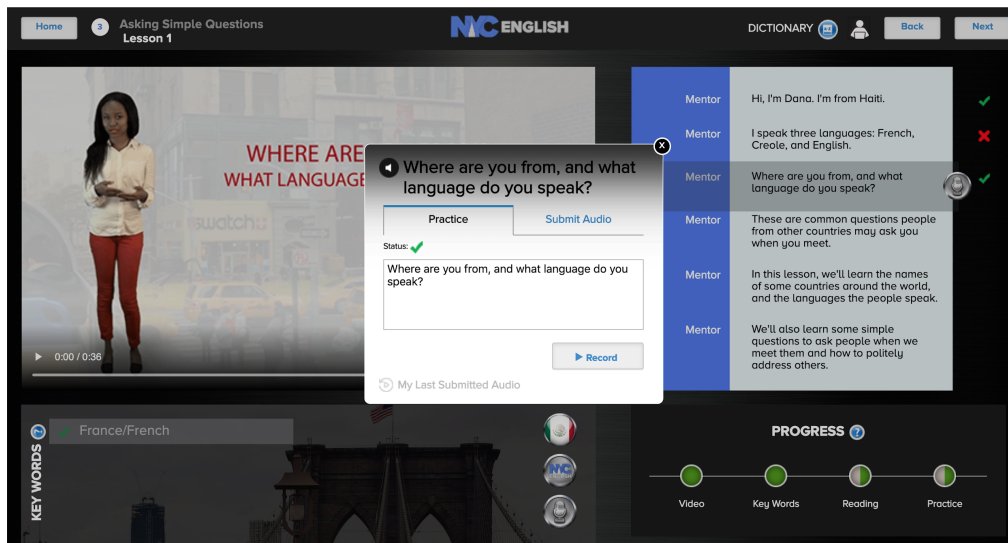
The school Dashboard, which is available on <http://lms.nyceonline.nyc>, stores users' data, including quiz and test results, time on task, cumulative reports, recordings, and writing prompts.

The Dashboard allows users to export the data to an excel or pdf format, print results at any time, and see courseware results. Additionally, the user can select an appropriate profile, login using credentials, and view license status and number of lessons completed. NYC English Data Security features include password protection and encryption. The following is a link to the NYC English Dashboard-User Guide (for teachers and administrators):

https://nyceprod.blob.core.windows.net/production/resources/userguides/NYCE_Dashboard_UserGuide_rev02.06.19.pdf

Following is a ComputED review of NYC English:

“While similar to other English language learning programs, the differences are startling: High definition seamless videos, sleek graphics, high-quality sound, and a clean user-friendly interface are the most obvious. NYC English provides many opportunities for students to practice targeted words and phrases – key vocabulary; line-by-line reading, which can instantly be translated into the learner’s native language; and analysis of pronunciation after recording and playback.” ([The ComputED Gazette, 2017, para. 9](#)).



“Writing prompts are added as students advance to higher levels, and all student work is recorded and displayed in both student and teacher dashboards” ([The ComputED Gazette. 2017. para. 8](#)). These writing assignments include descriptive, explanatory, persuasive, expository, cause and effect, argumentative, sentence structure, short process, essay, opinion, short story, simple instruction, letter writing, poem writing, cause and effect and advice to others.”

Student View

The screenshot shows the NCEnglish student interface. At the top, there are navigation buttons for 'Home', 'Geography Writing Prompt', and 'NCEnglish'. A 'Back' button and a 'Next' button are also visible. The main content area is titled 'Instructions' and contains the following text: 'In this lesson, you followed along as explorers were trying to find a treasure by following a map. Now it's your turn to create a verbal map leading to a trip. Using the geography terms in this lesson, write down the steps to find a hidden treasure. Here is an example: Go to an island in the middle of a large lake. Go through the forest. Go up the highest mountain. There are four trees at the top of the mountain. Dig underneath the shortest tree.' Below the instructions is a text input field with the student's response: 'I like to make a map to find treasure in the ground'. At the bottom right, there is a 'Submit' button and a counter indicating '2 attempts left'.

Teacher View

The screenshot shows the NCEnglish teacher interface for the same writing prompt. The prompt text is displayed in a box: 'In this lesson, you followed along as explorers were trying to find a treasure by following a map. Now it's your turn to create a verbal map leading to a trip. Using the geography terms in this lesson, write down the steps to find a hidden treasure. Here is an example: Go to an island in the middle of a large lake. Go through the forest. Go up the highest mountain. There are four trees at the top of the mountain. Dig underneath the shortest tree. The treasure is under that tree. See how creative you can be with your directions to the treasure!'. Below the prompt, the student's response is shown in a box: 'I like to make a map to find treasure in the ground'. A teacher's feedback is shown in another box: 'Nice work! Please write more about your map.' At the bottom left, it says 'Students Attempt Left: 2'. At the bottom right, there is a 'Save' button.

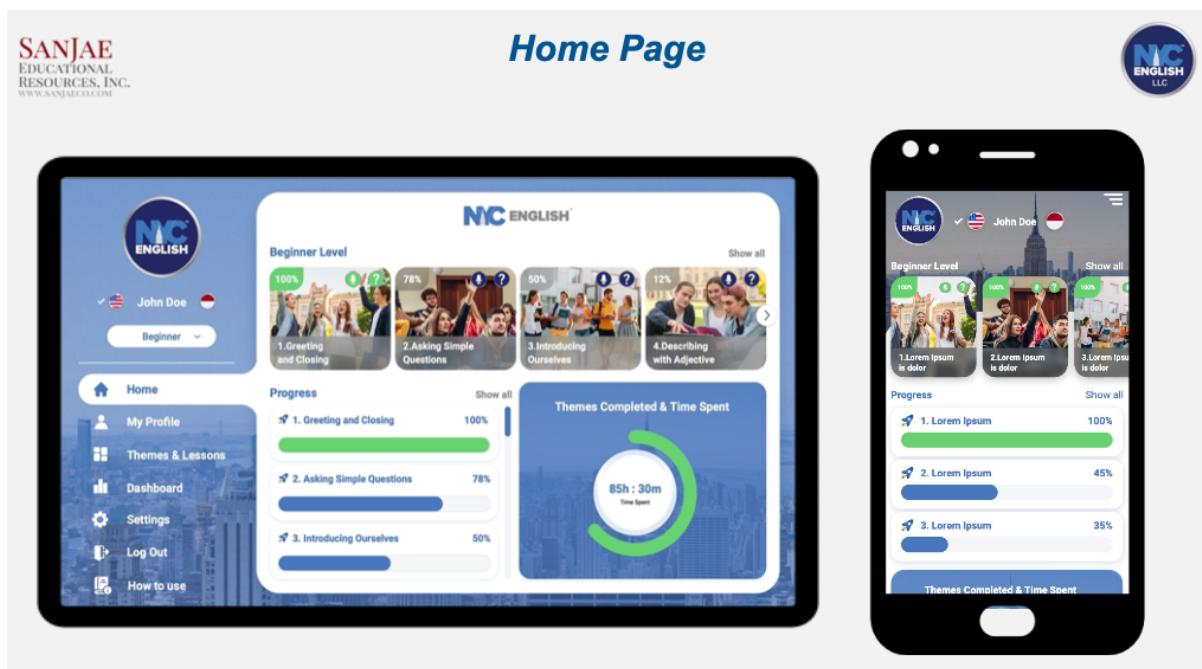
NYC English offers more than 950 professionally produced high-definition videos that portray clearly articulated, grammatically correct English spoken by multicultural American native speakers.



NYC English is currently aligned with TX ELPS, TELPAS, WIDA, TESOL, TOEFL, TOEIC, IELTS, CER standards and others as needed.

Without the ability to speak English fluently, ELLs in non-English speaking countries who want to enter the international job market lack the skills to compete for higher paying jobs. Educators and employers, much like their American counterparts, want learners to speak, read, and write English well, thereby increasing the students' earning potential and contributing to their nation's economy.

Upcoming Release (Spring 2023) - NYC English Version 3.0



A powerpoint presentation is available as a PDF in the link below highlighting some of the new features:

<https://drive.google.com/file/d/1WxyPk21aRZAftADHzgF4jZ1gXt6wyC4a/view?usp=sharing>



Correlations

to the

Texas ELPS

(English Language Proficiency Standards)

Sandra E. Butler, M.Ed., B.MT-BC., President, SanJae Educational Resources, Inc.

Susan J. Westberry, Ed.S., M.Ed., B.M.Ed., Consultant

Domain: Learning Strategies

<u>ELPS Code</u>	<u>NYC English</u>
<i>Click links below for standards details</i>	A supplementary program for English language learners
<u>1.A</u>	<ul style="list-style-type: none"> ❖ Beginner Themes: 1-4, 6, 11, 13-15, 17, 18, 20, 25, 28, 30 Intermediate Themes: 1, 3, 4, 9-12, 14-17, 20, 25-30 Advanced Themes: 1-7, 10, 13, 15, 16, 18, 21, 26
<u>1.B</u>	<ul style="list-style-type: none"> ❖ For teacher monitoring of oral language as well as self-corrective techniques, NYC English has a student practice, record, playback, and submit feature - available in all of the themes of <i>Beginner, Intermediate, Advanced Levels</i> ❖ For teacher monitoring of written language NYC English has a variety of cloze exercises in <i>Beginner Level</i> and 46 writing prompts in <i>Intermediate, Advanced Levels</i> - including an internal email system for teacher feedback to writing assignments
<u>1.C</u>	<ul style="list-style-type: none"> ❖ Strategic learning techniques are incorporated into all of the NYC English <i>Beginner, Intermediate, Advanced Level</i> themes which include 165 exercises in a variety of formats. Samples are concept-mapping (<i>Beginner Theme 21, Intermediate Theme 7</i>); drawing (<i>Beginner Theme 22, Intermediate Theme 7</i>); memorizing (<i>Beginner Theme 2, Intermediate Theme 14, Advanced Theme 22</i>); comparing (<i>Beginner Theme 4, Intermediate Theme 26</i>); contrasting (<i>Beginner Theme 5, Intermediate 11, Advanced Theme 1</i>); reviewing (<i>Beginner Theme 10, Intermediate Theme 27, Advanced Theme 13</i>)
<u>1.D</u>	<ul style="list-style-type: none"> ❖ Learning strategies include the following samples: requesting assistance (<i>Beginner Theme 9, Intermediate Theme 8, Advanced Theme 23</i>); non-verbal cues and gestures are in all of the NYC English themes and an example is (<i>Beginner Theme 7, Intermediate Theme 18</i>); synonyms and circumlocution (<i>Beginner 10, 23, Intermediate 5, Advanced 14</i>)
<u>1.E</u>	<ul style="list-style-type: none"> ❖ Speaking is NYC English’s forte as an instructional supplement. All of the themes in the program emphasize basic speaking activities. Examples of academic speaking instruction include (<i>Beginner 5, Intermediate 10, Advanced 25</i>) ❖ Pre-writing word observation and analysis (<i>Beginner Theme 7</i>, advances to cloze exercises (<i>Beginner 20</i>) and typing exercises (<i>Beginner 18</i>) and transitions to actual writing assignments starting in (<i>Intermediate 4</i>). Tangential applications examples of academic writing can be found in (<i>Beginner 16, Intermediate 26, Advanced 28</i>)
<u>1.F</u>	<ul style="list-style-type: none"> ❖ NYC English has both standard as well as innovative accessible language acquisition supports throughout all of the program. These include: a unique, infinite line-by-line repetition feature; pictures; drawings; slower clearly enunciated English text; gestures; videos with young multi-ethnic adults speaking American English; there is no digital English in the program; the ELL listens to NYC English instruction, then records and listens to his/her own voice speaking American English, submits recordings to the teacher and waits for feedback
<u>1.G</u>	<ul style="list-style-type: none"> ❖ Some themes that address formal and informal English are found in (<i>Beginner 3, Intermediate 5, Advanced 21</i>)
<u>1.H</u>	<ul style="list-style-type: none"> ❖ Some NYC English theme topics requiring reasoning are (<i>Beginner 4, 14, Intermediate 12, 21, Advanced 14, 25</i>) ❖ Language Pattern training occurs in (<i>Beginner 4, Intermediate 28, Advanced 14</i>) ❖ Sayings and Expressions are found in (<i>Beginner 1, Intermediate 5, Advanced 1</i>)

Domain: Listening

<u>ELPS Code</u>	<u>NYC English</u>
<i>Click links below for standards details</i>	A supplementary program for English language learners
<u>2.A</u>	<ul style="list-style-type: none"> ❖ English sounds and intonation are presented in a scaffolded development process from Beginner Level Theme One through Advanced Level Theme 30. A unique language acquisition support includes an infinite line-by-line repetition feature. The ELL listens to instruction, then records and listens to his/her own voice speaking American English.
<u>2.B</u>	<ul style="list-style-type: none"> ❖ NYC English introduces the phonetic sounds of American English contextually as the ELL listens to conversational English in a “natural” and strongly supported sequence for acquiring language. The program reinforces other methods of phonetic instruction
<u>2.C</u>	<ul style="list-style-type: none"> ❖ Learning new language structures, expressions, basic, and academic vocabulary are integral in NYC English. Here are a few examples pertaining to classroom vocabulary: <ul style="list-style-type: none"> ➢ language structures (<i>Beginner 4, Intermediate 28, Advanced 14</i>) ➢ expressions (<i>Beginner 1, Intermediate 5, Advanced 1</i>) ➢ basic vocabulary (All of the themes in the program emphasize basic speaking activities) ➢ academic vocabulary (<i>Beginner 5, Intermediate 10, Advanced 25</i>)
<u>2.D</u>	<ul style="list-style-type: none"> ❖ For monitoring of oral language as well as self-corrective techniques NYC English has a student practice, record, playback, and submit feature - available in all of the themes of <i>Beginner, Intermediate</i> and <i>Advanced Levels</i> ❖ Teachers can display videos, without text, onto a smartboard and monitor class participation during listening activities
<u>2.E</u>	<ul style="list-style-type: none"> ❖ Visual, contextual, and linguistic support to enhance and confirm understanding of increasingly complex and elaborated spoken language in NYC English can be found in (<i>Intermediate Themes 16-30, Advanced Themes 1-30</i>) Language acquisition supports in the program also include a unique, infinite line-by-line repetition feature; pictures; drawings; slower clearly enunciated English text; gestures; videos with young multi-ethnic adults speaking American English
<u>2.F</u>	<ul style="list-style-type: none"> ❖ NYC English is a browser-based program and has hundreds of real-life video scenarios embedded in the content for the ELL to hear, to derive meaning, to build and reinforce concept and language attainment (<i>All of the NYC English Levels and Themes</i>)
<u>2.G</u>	<ul style="list-style-type: none"> ❖ NYC English has a broad range of themes some of which the ELL may have some prior experience to those that expand their knowledge to new depths (“Familiar” <i>Beginner Themes 2, 18, 28, Intermediate Themes 11, 16, Advanced Themes 3, 6</i>) (“Unfamiliar” <i>Beginner Themes 21, 22, Intermediate Themes 9, 22, Advanced Themes 22, 27</i>)
<u>2.H</u>	<ul style="list-style-type: none"> ❖ NYC English increases understanding of complex spoken language commensurate with grade-level learning expectations for main points, important details, and implicit information during social and instructional interactions in (<i>Advanced Themes 15-30</i>)
<u>2.I</u>	<ul style="list-style-type: none"> ❖ The procedure used for the ELL to progress in comprehension skills is to follow directions, retell spoken messages, in lesson/module exercises the ELL responds to questions and requests of the mentor in each of the lessons/modules (<i>All of the Beginner, Intermediate and Advanced Themes</i>), to collaborate with peers (<i>Intermediate Themes 3, 21, Advanced Theme 29</i>) NYC English provides topics that can be used in teacher-directed activities for taking notes commensurate with content and grade-level needs

Domain: Speaking

<u>ELPS Code</u>	<u>NYC English</u>
<i>Click links below for standards details</i>	A supplementary program for English language learners
<u>3.A</u>	❖ NYC English introduces American English phonetic sounds contextually for new spoken English vocabulary in a “natural”, supported language acquisition sequence. The program reinforces other methods of phonetic instruction (<i>Beginner Themes 19, 20</i>), <i>Intermediate Themes 22-25</i> , <i>Advanced Themes 2, 4, 5, 7-9, 16-26</i>)
<u>3.B</u>	❖ NYC English incorporates high-frequency words to expand and internalize initial English vocabulary for: identifying and describing people, places, and objects (<i>Beginner Themes 1, 3-5, 7-9, 12, 14, 15, 18-20, 22, 23, 27</i>), (<i>Intermediate Themes 1, 5-8, 14, 16, 20, 22-25</i>), (<i>Advanced Themes 2, 5, 9-12, 14-20, 23, 25, 26</i>); by retelling stories and information supported by pictures (<i>Beginner Themes 18, 23</i>), (<i>Intermediate Themes 4, 10, 11, 13, 15, 22, 23, 25, 27, 30</i>), (<i>Advanced Themes 2-5, 7, 11, 14, 16, 17, 19-21, 23, 25, 28, 29</i>); and using routine classroom language (<i>Beginner Themes 7, 10, 16, 19, 24</i>), (<i>Intermediate Themes 4, 5, 21-23, 25-30</i>), (<i>Advanced Themes 4, 8, 11-15, 21, 22, 24-26, 28, 30</i>)
<u>3.C</u>	❖ NYC English themes presenting instruction in speaking with increasing accuracy and ease using grammatical structures are: (<i>Beginner Themes 4-14, 20-30</i>), (<i>Intermediate Themes 2, 3, 16, 18, 28-30</i>), (<i>Advanced Themes 1-4, 6, 9, 14-20, 21-30</i>)
<u>3.D</u>	❖ NYC English videos depicting young, multi-ethnic Americans in real-life scenarios model academic vocabulary in the following levels and content areas: <ul style="list-style-type: none"> ➢ <i>Beginner Theme 13</i> (science), <i>Beginner Themes 2, 10, 16</i> (math), <i>Beginner Theme 3</i> (social studies/geography), <i>Beginner Themes 2, 4-16</i> (English grammar) ➢ <i>Intermediate Themes 14, 15, 26-30</i> (science), <i>Intermediate Themes 8, 9, 21</i> (math), <i>Intermediate Themes 10, 25</i> (social studies/geography) <i>Intermediate Themes 3, 4, 10-30</i> (English grammar) ➢ <i>Advanced Themes 9, 19, 20, 25</i> (science) <i>Advanced Themes 13</i> (math) <i>Advanced Themes 28-30</i> (social studies/geography) <i>Advanced Themes 1-30</i> (English grammar)
<u>3.E</u>	❖ Directions for language acquisition practice with a peer are interspersed in NYC English themes. Some instances are: (<i>Intermediate Themes 3, 21</i>), (<i>Advanced Theme 29</i>)
<u>3.F</u>	❖ Instruction for asking and giving directions is accomplished by teaching pronunciation, grammatical function, and correct usage of pronouns, articles, and prepositions. This provides the ELL three (3) avenues to practice acquisition of high-frequency vocabulary. The program also supports other high-frequency instructional methods (<i>Beginner Themes 1-30, Intermediate Themes 1-30, Advanced Themes 1-30</i>)
<u>3.G</u>	❖ NYC English focuses on conversational English to improve and expand concrete to abstract expressions of social and grade-appropriate academic topics. The program’s <i>Beginner Level Themes</i> through the <i>Advanced Level Themes</i> are in a scaffolded design
<u>3.H</u>	❖ The program provides the ELL a foundation for oral presentations through use of a record/playback/submit feature which the teacher reviews, then emails feedback to the ELL
<u>3.I</u>	❖ NYC English models accepted formal and informal speech for the ELL throughout the program. Examples of direct instruction are: (<i>Beginner Theme 3</i>), (<i>Advanced Theme 21</i>)
<u>3.J</u>	❖ Print, audio, electronic, and visual media content are used by the ELL to build and reinforce oral concept and language attainment through the listen/practice/record/submit feature available throughout all of the themes in the program

Domain: Reading

<u>ELPS Code</u>	<u>NYC English</u>
<i>Click links below for standards details</i>	A supplementary program for English language learners
4.A	<ul style="list-style-type: none"> ❖ Some themes with phonetic and decoding skills of the English language including sound/letter relationships, cognates, affixes roots/base words are: (<i>Beginner Themes 19, 20</i>), (<i>Intermediate Themes 22-25</i>), (<i>Advanced Themes 2, 4, 5, 7-9, 16-26</i>)
4.B	<ul style="list-style-type: none"> ❖ In a “learn by doing” approach the ELL recognizes directionality of English reading from left to right and top to bottom by repetition of NYC English text with or without audio support (<i>Beginner Themes 1-30</i>), (<i>Intermediate Themes 1-30</i>), (<i>Advanced Themes 1-30</i>)
4.C	<ul style="list-style-type: none"> ❖ Content for basic sight vocabulary is in: <ul style="list-style-type: none"> ➤ <i>Beginner Themes 5-9, 11, 12, 18-30, Intermediate Themes 4, 5</i> ❖ Content for environmental print is in: <ul style="list-style-type: none"> ➤ <i>Beginner Themes 2, 3, 9-12, 21, 24, 25, 30, Intermediate Themes 6-8, 22</i> ❖ Content for vocabulary structures used routinely in written classroom materials is in: <ul style="list-style-type: none"> ➤ <i>Beginner Theme 2-16, Intermediate Themes 3, 4, 8-30, Advanced Themes 1-30</i>
4.D	<ul style="list-style-type: none"> ❖ Graphic organizers and illustrations to enhance the comprehension of written text are in the overview lesson/module at the beginning of each theme: (<i>Beginner Themes 2, 6, 8, 11, 16, 18, 22, 24, 28</i>), (<i>Intermediate Themes 2, 7, 9</i>), (<i>Advanced Themes 3, 4, 9, 10, 12, 13, 23-26, 28</i>) ❖ Keywords for each module/lesson in all of the themes are available in advance for teacher use prior to individual or class engagement in the lesson
4.E	<ul style="list-style-type: none"> ❖ Availability to use the native language translation ceases at <i>Intermediate Level Theme 16</i>. The teacher can disable the translator feature at any point in the program
4.F	<ul style="list-style-type: none"> ❖ NYC English videos feature simultaneous print and audio to enhance, confirm, and develop background knowledge, grasp of language structures, and need to comprehend increasingly challenging language are a visual and contextual support for the ELL. The skill level/grade appropriateness of the theme assignments can be determined by the teacher
4.G	<ul style="list-style-type: none"> ❖ NYC English grade-appropriate partner/shared reading activities may be reapplied as a teacher-guided activity ❖ Themes incorporating retelling or summarizing stories and information are found in: (<i>Beginner Themes 18, 23</i>), (<i>Intermediate Themes 4, 10, 11, 13, 15, 22, 23, 25, 27, 30</i>), (<i>Advanced Themes 2-5, 7, 11, 14, 16, 17, 19-21, 23, 25, 28, 29</i>) ❖ Responding to questions is integrated in all of the themes in NYC English ❖ ELL note-taking is a teacher-directed activity
4.H	<ul style="list-style-type: none"> ❖ Independent reading assignments to be determined by the teacher
4.I	<ul style="list-style-type: none"> ❖ The ELL demonstrates reading comprehension and expanded reading skills by successfully completing activities and quizzes requiring distinguishing and understanding main ideas, supporting ideas, details in texts, and graphic sources and summary texts commensurate with content area needs (<i>Beginner Themes 3-30</i>), (<i>Intermediate Themes 1-30</i>), (<i>Advanced Themes 1-30</i>)
4.J	<ul style="list-style-type: none"> ❖ The ELL demonstrates comprehension and expands reading skills by implementing inferential reading skills and finding supporting text evidence commensurate with content area needs in (<i>Advanced Themes 22, 25, 29, 30</i>)
4.K	<ul style="list-style-type: none"> ❖ The ELL demonstrates comprehension and expands reading skills by employing higher-order analytical skills commensurate with grade-level content area needs (<i>Advanced Themes 21-30</i>)

Domain: Writing

<u>ELPS Code</u>	<u>NYC English</u>
<i>Click links below for standards details</i>	A supplementary program for English language learners
<u>5.A</u>	<ul style="list-style-type: none"> ❖ NYC English introduces the phonetic sounds of American English contextually in conversational English in a “natural” and strongly supported sequence for acquiring language. The program reinforces other methods of phonetic instruction (<i>Beginner Themes 1-30</i>), (<i>Intermediate Themes 1-30</i>), (<i>Advanced Themes 1-30</i>)
<u>5.B</u>	<ul style="list-style-type: none"> ❖ The ELL uses newly acquired basic vocabulary and content-based grade-level vocabulary (<i>Intermediate Themes 4, 13, 16-30</i>), (<i>Advanced Themes 1-30</i>)
<u>5.C</u>	<ul style="list-style-type: none"> ❖ Some phonetic sounds are emphasized for better pronunciation and spelling of more complex language that occurs in the writing prompts (<i>Intermediate Themes 22-25</i>, <i>Advanced Themes 2, 4, 5, 7-9, 13, 16-26, 28, 29</i>) Instruction and assessment of English language words requires teacher expertise and discretion
<u>5.D</u>	<ul style="list-style-type: none"> ❖ NYC English writing prompts beginning with the <i>Intermediate Themes 16-30</i> through <i>Advanced Themes 1-30</i> include a student/teacher feedback process with up to five (5) edited submissions to improve accuracy in writing
<u>5.E</u>	<ul style="list-style-type: none"> ❖ NYC English provides increasingly complex instruction in grammatical structure with preparatory writing activities and grade-appropriate writing assignments included in the following selected themes: <ul style="list-style-type: none"> (i) (<i>Intermediate Themes 16, 18, 28-30</i>) (<i>Advanced Themes 1, 3-7, 12, 14-30</i>) (ii) (<i>Intermediate Themes 20-23</i>) (iii) (<i>Beginner Themes 4, 6, 7, 8-12</i>)
<u>5.F</u>	<ul style="list-style-type: none"> ❖ Writing prompts are purposely scaffolded for the ELL to correctly use grade-appropriate sentence lengths, patterns and connecting words. Writing prompts align with the content in each theme, to increase accuracy with composition in English (<i>Intermediate Themes 16-30</i>, <i>Advanced Themes 1-30</i>)
<u>5.G</u>	<ul style="list-style-type: none"> ❖ The ELL listens to instruction, then records, listens to his/her own voice speaking American English, then submits the recordings for teacher feedback. This promotes increasing specificity and detail that contribute to the overall improvement in English, which includes writing, as the language acquisition progresses (<i>Beginner Themes 1-30</i>), (<i>Intermediate Themes 1-30</i>), (<i>Advanced Themes 1-30</i>) ❖ At the teacher’s discretion the ELL student can read his/her writing prompt responses to peers in the ELL classroom (<i>Intermediate Themes 16, 18-30</i>), (<i>Advanced Themes 1-30</i>)

Excerpt from English Language Proficiency Standards (2009):

(c) Cross-curricular second language acquisition essential knowledge and skills.

(1) Cross-curricular second language acquisition/**learning strategies**. The ELL uses language learning strategies to develop an awareness of his or her own learning processes in all content areas. In order for the ELL to meet grade-level learning expectations across the foundation and enrichment curriculum, all instruction delivered in English must be linguistically accommodated (communicated, sequenced, and scaffolded) commensurate with the student's level of English language proficiency. The student is expected to:

- (A) use prior knowledge and experiences to understand meanings in English;
- (B) monitor oral and written language production and employ self-corrective techniques or other resources;
- (C) use strategic learning techniques such as concept mapping, drawing, memorizing, comparing, contrasting, and reviewing to acquire basic and grade-level vocabulary;
- (D) speak using learning strategies such as requesting assistance, employing non-verbal cues, and using synonyms and circumlocution (conveying ideas by defining or describing when exact English words are not known);
- (E) internalize new basic and academic language by using and reusing it in meaningful ways in speaking and writing activities that build concept and language attainment;
- (F) use accessible language and learn new and essential language in the process;
- (G) demonstrate an increasing ability to distinguish between formal and informal English and an increasing knowledge of when to use each one commensurate with grade-level learning expectations; and
- (H) develop and expand repertoire of learning strategies such as reasoning inductively or deductively, looking for patterns in language, and analyzing sayings and expressions commensurate with grade-level learning expectations.

(2) Cross-curricular second language acquisition/**listening**. The ELL listens to a variety of speakers including teachers, peers, and electronic media to gain an increasing level of comprehension of newly acquired language in all content areas. ELLs may be at the beginning, intermediate, advanced, or advanced high stage of English language acquisition in listening. In order for the ELL to meet grade-level learning expectations across the foundation and enrichment curriculum, all instruction delivered in English must be linguistically accommodated (communicated, sequenced, and scaffolded) commensurate with the student's level of English language proficiency. The student is expected to:

- (A) distinguish sounds and intonation patterns of English with increasing ease;
- (B) recognize elements of the English sound system in newly acquired vocabulary such as long and short vowels, silent letters, and consonant clusters;
- (C) learn new language structures, expressions, and basic and academic vocabulary heard during classroom instruction and interactions;
- (D) monitor understanding of spoken language during classroom instruction and interactions and seek clarification as needed;
- (E) use visual, contextual, and linguistic support to enhance and confirm understanding of increasingly complex and elaborated spoken language;
- (F) listen to and derive meaning from a variety of media such as audio tape, video, DVD, and CD ROM to build and reinforce concept and language attainment;

- (G) understand the general meaning, main points, and important details of spoken language ranging from situations in which topics, language, and contexts are familiar to unfamiliar;
- (H) understand implicit ideas and information in increasingly complex spoken language commensurate with grade-level learning expectations; and
- (I) demonstrate listening comprehension of increasingly complex spoken English by following directions, retelling or summarizing spoken messages, responding to questions and requests, collaborating with peers, and taking notes commensurate with content and grade-level needs.

(3) Cross-curricular second language acquisition/*speaking*. The ELL speaks in a variety of modes for a variety of purposes with an awareness of different language registers (formal/informal) using vocabulary with increasing fluency and accuracy in language arts and all content areas. ELLs may be at the beginning, intermediate, advanced, or advanced high stage of English language acquisition in speaking. In order for the ELL to meet grade-level learning expectations across the foundation and enrichment curriculum, all instruction delivered in English must be linguistically accommodated (communicated, sequenced, and scaffolded) commensurate with the student's level of English language proficiency. The student is expected to:

- (A) practice producing sounds of newly acquired vocabulary such as long and short vowels, silent letters, and consonant clusters to pronounce English words in a manner that is increasingly comprehensible;
- (B) expand and internalize initial English vocabulary by learning and using high-frequency English words necessary for identifying and describing people, places, and objects, by retelling simple stories and basic information represented or supported by pictures, and by learning and using routine language needed for classroom communication;
- (C) speak using a variety of grammatical structures, sentence lengths, sentence types, and connecting words with increasing accuracy and ease as more English is acquired;
- (D) speak using grade-level content area vocabulary in context to internalize new English words and build academic language proficiency;
- (E) share information in cooperative learning interactions;
- (F) ask and give information ranging from using a very limited bank of high-frequency, high-need, concrete vocabulary, including key words and expressions needed for basic communication in academic and social contexts, to using abstract and content-based vocabulary during extended speaking assignments;
- (G) express opinions, ideas, and feelings ranging from communicating single words and short phrases to participating in extended discussions on a variety of social and grade-appropriate academic topics;
- (H) narrate, describe, and explain with increasing specificity and detail as more English is acquired;
- (I) adapt spoken language appropriately for formal and informal purposes; and
- (J) respond orally to information presented in a wide variety of print, electronic, audio, and visual media to build and reinforce concept and language attainment.

(4) Cross-curricular second language acquisition/*reading*. The ELL reads a variety of texts for a variety of purposes with an increasing level of comprehension in all content areas. ELLs may be at the beginning, intermediate, advanced, or advanced high stage of English language acquisition in reading. In order for the ELL to meet grade-level learning expectations across the foundation and enrichment curriculum, all instruction delivered in English must be linguistically accommodated (communicated, sequenced, and scaffolded) commensurate with the student's level of English language proficiency. For Kindergarten and Grade 1, certain of these student expectations apply to text read aloud for students not yet at the stage of decoding written text. The student is expected to:

- (A) learn relationships between sounds and letters of the English language and decode (sound out) words using a combination of skills such as recognizing sound-letter relationships and identifying cognates, affixes, roots, and base words;
- (B) recognize directionality of English reading such as left to right and top to bottom;
- (C) develop basic sight vocabulary, derive meaning of environmental print, and comprehend English vocabulary and language structures used routinely in written classroom materials;
- (D) use prereading supports such as graphic organizers, illustrations, and pretaught topic-related vocabulary and other prereading activities to enhance comprehension of written text;
- (E) read linguistically accommodated content area material with a decreasing need for linguistic accommodations as more English is learned;
- (F) use visual and contextual support and support from peers and teachers to read grade-appropriate content area text, enhance and confirm understanding, and develop vocabulary, grasp of language structures, and background knowledge needed to comprehend increasingly challenging language;
- (G) demonstrate comprehension of increasingly complex English by participating in shared reading, retelling or summarizing material, responding to questions, and taking notes commensurate with content area and grade level needs;
- (H) read silently with increasing ease and comprehension for longer periods;
- (I) demonstrate English comprehension and expand reading skills by employing basic reading skills such as demonstrating understanding of supporting ideas and details in text and graphic sources, summarizing text, and distinguishing main ideas from details commensurate with content area needs;
- (J) demonstrate English comprehension and expand reading skills by employing inferential skills such as predicting, making connections between ideas, drawing inferences and conclusions from text and graphic sources, and finding supporting text evidence commensurate with content area needs; and
- (K) demonstrate English comprehension and expand reading skills by employing analytical skills such as evaluating written information and performing critical analyses commensurate with content area and grade-level needs.

(5) Cross-curricular second language acquisition/*writing*. The ELL writes in a variety of forms with increasing accuracy to effectively address a specific purpose and audience in all content areas. ELLs may be at the beginning, intermediate, advanced, or advanced high stage of English language acquisition in writing. In order for the ELL to meet grade-level learning expectations across foundation and enrichment curriculum, all instruction delivered in English must be linguistically accommodated (communicated, sequenced, and scaffolded) commensurate with the student's level of English language proficiency. For Kindergarten and Grade 1, certain of these student expectations do not apply until the student has reached the stage of generating original written text using a standard writing system. The student is expected to:

- (A) learn relationships between sounds and letters of the English language to represent sounds when writing in English;
- (B) write using newly acquired basic vocabulary and content-based grade-level vocabulary;
- (C) spell familiar English words with increasing accuracy, and employ English spelling patterns and rules with increasing accuracy as more English is acquired;
- (D) edit writing for standard grammar and usage, including subject-verb agreement, pronoun agreement, and appropriate verb tenses commensurate with grade-level expectations as more English is acquired;
- (E) employ increasingly complex grammatical structures in content area writing commensurate with grade-level expectations, such as:
 - (i) using correct verbs, tenses, and pronouns/antecedents;
 - (ii) using possessive case (apostrophe *s*) correctly; and

(iii) using negatives and contractions correctly;
(F) write using a variety of grade-appropriate sentence lengths, patterns, and connecting words to combine phrases, clauses, and sentences in increasingly accurate ways as more English is acquired; and
(G) narrate, describe, and explain with increasing specificity and detail to fulfill content area writing needs as more English is acquired.

Sources:

- 1) English Language Proficiency Standards, 19 Tex. Admin. Code §74.4 (2009)



Correlations

to the

**TELPAS (Texas English Language Proficiency
Assessment System)**

Proficiency Level Descriptors

Sandra E. Butler, M.Ed., B.MT-BC., President, SanJae Educational Resources, Inc.

Susan J. Westberry, Ed.S., M.Ed., B.M.Ed., Consultant

Proficiency Level: *Beginning*

<p style="text-align: center;"><u>Proficiency Level</u></p> <p style="text-align: center;"><u>Descriptors</u></p> <p style="text-align: center;"><i>Click each link below to access specific TELPAS descriptors</i></p>	<p style="text-align: center;"><u>NYC English</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p><i>All 30 NYCE beginner level themes and the first 15 NYCE intermediate level themes have: native language translator (available in 18+ languages)</i></p> <hr/> <p><i>There is no digital English in the program</i></p> <hr/> <p><i>The ELL listens to instruction, then records and listens to his/her own voice speaking American English</i></p> </div> <div style="width: 35%; border-left: 1px solid black; padding-left: 10px;"> <p><i>All 90 NYCE themes include these language acquisition supports: a unique, infinite line-by-line repetition feature; pictures; drawings; slower clearly enunciated English text; gestures; videos with young multi-ethnic adults speaking American English</i></p> </div> </div>
<p style="text-align: center;"><u>Grades K-12 Listening</u></p> <p>Beginning English language learners (ELLs) have little or no ability to understand spoken English used in academic and social settings.</p>	<ul style="list-style-type: none"> ❖ <i>Beginner Themes 1-16</i> (understand simple conversations and discussions on familiar topics) ❖ <i>Beginner Themes 1-16</i> (identify and distinguish words and phrases during social and instructional interactions) ❖ <i>Beginner themes 1-16</i> (seek clarification in English when failing to comprehend; rephrasing and clarification are additional teacher provided language acquisition supports)
<p style="text-align: center;"><u>Grades K-12 Speaking</u></p> <p>Beginning English language learners (ELLs) have little or no ability to speak English in academic and social settings.</p>	<ul style="list-style-type: none"> ❖ <i>Beginner Themes 1-20</i> (speak single words and short phrases from familiar material to meet immediate needs) ❖ <i>Beginner Themes 1-13</i> (very limited bank of... high-need, concrete vocabulary... key words and expressions needed...for basic communications in... social contexts) ❖ <i>Beginner Themes 4-14</i> (use knowledge of English grammar to speak recently practiced, memorized or familiar sentences) ❖ Student use of the unique, infinite line-by-line repetition feature and teacher intervention to determine second language acquisition errors that may hinder communication ❖ <i>Beginner Themes 2, 7, 10, 15</i> (The ELL listens to instruction, then records and listens to his/her own voice speaking American English to improve pronunciation which can significantly inhibit communication)
<p style="text-align: center;"><u>Grades K-1 Reading</u></p> <p>Beginning English language learners (ELLs) have little or no ability to use the English language to build foundational reading skills.</p>	<ul style="list-style-type: none"> ❖ <i>Beginner Themes 1-16</i> (uses conversational elements as foundations for read aloud stories) ❖ <i>Beginner Themes 9-12</i> (begin to recognize and understand environmental print in English) ❖ <i>Beginner Themes 1-16</i> (supports phonetic instruction)

Proficiency Level: *Beginning*

<p style="text-align: center;"><u>Proficiency Level</u></p> <p style="text-align: center;"><u>Descriptors</u></p> <p style="text-align: center;"><i>Click each link below to access specific TELPAS descriptors</i></p>	<p style="text-align: center;"><u>NYC English</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p><i>All 30 NYCE beginner level themes and the first 15 intermediate themes have: native language translator (available in 18+ languages)</i></p> <hr/> <p><i>There is no digital English in the program</i></p> <hr/> <p><i>The ELL listens to instruction, then records and listens to his/her own voice speaking American English</i></p> </div> <div style="width: 35%; border-left: 1px solid black; padding-left: 10px;"> <p><i>All 90 NYCE themes include these language acquisition supports: a unique, infinite line-by-line repetition feature; pictures; drawings; slower clearly enunciated English text; gestures; videos with young multi-ethnic adults speaking American English</i></p> </div> </div>
<p style="text-align: center;"><u>Grades K-1 Writing</u></p> <p>Beginning English language learners (ELLs) have little or no ability to use the English language to build foundational writing skills.</p>	<ul style="list-style-type: none"> ❖ <i>Beginner Themes 1-16 (allow for second language acquisition development through listening, speaking and reading exercises before implementing the more challenging domain of writing in English)</i>
<p style="text-align: center;"><u>Grades 2-12 Reading</u></p> <p>Beginning English language learners (ELLs) have little or no ability to read and understand English used in academic and social contexts.</p>	<ul style="list-style-type: none"> ❖ Read and understand recently practiced, memorized, and familiar vocabulary predominantly includes: <ul style="list-style-type: none"> ➤ <i>Beginner Themes 2, 3, 9, 10, 12 (environmental print)</i> ➤ <i>Beginner Themes 5-9, 11, 12 (very high frequency words)</i> ➤ <i>Beginner Themes 5-9, 11, 12 (concrete words represented by pictures)</i> ❖ <i>Beginner Themes 2, 5-8 (read slowly word by word)</i> ❖ <i>Beginner Themes 9, 10, 13 (very limited sense of English structures)</i> ❖ <i>Beginner Themes 2, 5-9 (comprehend predominantly familiar words and phrases, some sentences in routine contexts, practiced text)</i> ❖ <i>Beginner Themes 1-15, 16 (highly dependent on visuals and prior knowledge for meaning from English text)</i> ❖ Independent reading assignments to be determined by the teacher
<p style="text-align: center;"><u>Grades 2-12 Writing</u></p> <p>Beginning English language learners (ELLs) lack the English vocabulary and grasp of English language structures necessary to address grade-appropriate writing tasks meaningfully.</p>	<ul style="list-style-type: none"> ❖ NYC English supports content area instruction at this level through tangential applications including: <ul style="list-style-type: none"> ➤ <i>Beginner Theme 13 (science)</i> ➤ <i>Beginner Themes 2, 10, 16 (math)</i> ➤ <i>Beginner Theme 3 (social studies/geography)</i> ➤ <i>Beginner Themes 2, 4-16 (English grammar)</i> ❖ <i>Beginner Themes 1-16 (NYC English establishes foundations for writing with exercises requiring observation and analysis of basic conversational vocabulary)</i>

Proficiency Level: *Intermediate*

<p style="text-align: center;"><u>Proficiency Level</u></p> <p style="text-align: center;"><u>Descriptors</u></p> <p style="text-align: center;"><i>Click each link below to access specific TELPAS descriptors</i></p>	<p style="text-align: center;"><u>NYC English</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><i>All 30 NYCE beginner level themes and the first 15 NYCE intermediate level themes have: native language translator (available in 18+ languages)</i></p> <hr/> <p><i>There is no digital English in the program</i></p> <hr/> <p><i>The ELL listens to instruction, then records and listens to his/her own voice speaking American English</i></p> </div> <div style="width: 45%; border-left: 1px solid black; padding-left: 10px;"> <p><i>All 90 NYCE themes include these language acquisition supports: a unique, infinite line-by-line repetition feature; pictures; drawings; slower clearly enunciated English text; gestures; videos with young multi-ethnic adults speaking American English</i></p> </div> </div>
<p style="text-align: center;"><u>Grades K-12 Listening</u></p> <p>Intermediate ELLS have the ability to understand simple, high-frequency spoken English used in routine academic and social settings.</p>	<ul style="list-style-type: none"> ❖ <i>Beginner Themes 19-30</i> (understand simple directions, short conversations, and discussions on familiar topics) ❖ <i>Beginner Themes 19-30 and Intermediate Themes 1-3</i> (understand key words and phrases during social interactions); <i>Intermediate Theme 4</i> (use key words and phrases for instructional interactions) ❖ <i>Intermediate Themes 6-8</i> (access the infinite line-by-line repetition feature; rephrasing and clarification are teacher provided language acquisition supports)
<p style="text-align: center;"><u>Grades K-12 Speaking</u></p> <p>Intermediate ELLS have the ability to speak in a simple manner using English commonly heard in routine academic and social settings.</p>	<ul style="list-style-type: none"> ❖ <i>Beginner Themes 20-30</i> (speak using simple sentences in short social conversations and classroom interactions) ❖ <i>Beginner Themes 18-30 and Intermediate Themes 4, 5</i> (speak using limited high-frequency and basic vocabulary for social and academic interactions) ❖ <i>Beginner Themes 20-30 and Intermediate Themes 2, 3</i> (emerging awareness of English grammar and simple present tense sentence structures) ❖ Student use of the unique, infinite line-by-line repetition feature and teacher intervention to determine second language acquisition errors that may hinder communication ❖ <i>Beginner Themes 16, 19, 21, 22, 24, 25 and Intermediate Themes 9, 11</i> (use pronunciation understood by ELL practitioners)
<p style="text-align: center;"><u>Grades K-1 Reading</u></p> <p>Intermediate ELLS have a limited ability to use the English language to build foundational reading skills.</p>	<ul style="list-style-type: none"> ❖ <i>Intermediate Theme 10</i> (demonstrate limited comprehension of grade-appropriate read aloud English stories) ❖ <i>Beginner Themes 21, 24, 25, 30 and Intermediate Themes 6-8</i> (recognize and understand common environmental print in English) ❖ <i>Beginner Themes 1-16</i> (supports phonetic instruction)

Proficiency Level: *Intermediate*

<p style="text-align: center;"><u>Proficiency Level</u></p> <p style="text-align: center;"><u>Descriptors</u></p> <p style="text-align: center;"><i>Click each link below to access specific TELPAS descriptors</i></p>	<p style="text-align: center;"><u>NYC English</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p><i>All 30 NYCE beginner level themes and the first 15 intermediate themes have: native language translator (available in 18+ languages)</i></p> <hr/> <p><i>There is no digital English in the program</i></p> <hr/> <p><i>The ELL listens to instruction, then records and listens to his/her own voice speaking American English</i></p> </div> <div style="width: 35%; border-left: 1px solid black; padding-left: 10px;"> <p><i>All 90 NYCE themes include these language acquisition supports: a unique, infinite line-by-line repetition feature; pictures; drawings; slower clearly enunciated English text; gestures; videos with young multi-ethnic adults speaking American English</i></p> </div> </div>
<p style="text-align: center;"><u>Grades K-1 Writing</u></p> <p>Intermediate ELLs have a limited ability to use the English language to build foundational writing skills.</p>	<ul style="list-style-type: none"> ❖ <i>Beginner Themes 15-30 (allow for second language acquisition development through listening, speaking and reading exercises before implementing the more challenging domain of writing in English)</i>
<p style="text-align: center;"><u>Grades 2-12 Reading</u></p> <p>Intermediate ELLs have the ability to read and understand simple, high-frequency English used in routine academic and social contexts.</p>	<ul style="list-style-type: none"> ❖ <i>Beginner Themes 16-30 and Intermediate Themes 1-3, 12-15 (read and understand English vocabulary on a wider range of topics)</i> ❖ <i>Student use of the unique, infinite line-by-line repetition feature and teacher intervention to determine second language acquisition errors that may hinder communication</i> ❖ <i>Beginner Themes 16-21, 23, 25-27, 29, 30 and Intermediate Themes 1, 2, 4, 6 (growing understanding of basic English language structures)</i> ❖ <i>Beginner Themes 16-30 and Intermediate Themes 1-15 (understand simple sentences with teacher/peer and NYC English linguistic accommodations and language acquisition supports)</i> ❖ <i>Independent reading assignments to be determined by the teacher</i> ❖ <i>Intermediate Themes 6, 7, 12, 13, 15 (apply basic and higher-order comprehension skills when reading texts that are linguistically accommodated)</i>
<p style="text-align: center;"><u>Grades 2-12 Writing</u></p> <p>Intermediate ELLs have enough English vocabulary and enough grasp of English language structures to address grade-appropriate writing tasks in a limited way.</p>	<ul style="list-style-type: none"> ❖ <i>Beginner Themes 19, 20 and Intermediate Theme 3 (participate in grade-appropriate writing assignments in the content areas)</i> ❖ <i>Intermediate Themes 4, 13 (demonstrate elements of grade-appropriate writing in English)</i>

Proficiency Level: *Advanced*

<p style="text-align: center;"><u>Proficiency Level</u></p> <p style="text-align: center;"><u>Descriptors</u></p> <p style="text-align: center;"><i>Click each link below to access specific TELPAS descriptors</i></p>	<p style="text-align: center;"><u>NYC English</u></p> <p><i>There is no digital English in the program</i></p> <hr/> <p><i>The ELL listens to instruction, then records and listens to his/her own voice speaking American English</i></p> <hr/> <p><i>NYCE Intermediate Level Themes 16-30 and NYCE Advanced Level Themes 1-30 provide a writing prompts email feedback system for teacher/student communication</i></p> <div style="border-left: 1px solid black; padding-left: 10px; margin-left: 20px;"> <p><i>All 90 NYCE themes include these language acquisition supports: a unique, infinite line-by-line repetition feature; pictures; drawings; slower clearly enunciated English text; gestures; videos with young multi-ethnic adults speaking American English</i></p> </div>
<p style="text-align: center;"><u>Grades K-12 Listening</u></p> <p>Advanced ELLS have the ability to understand, with second language acquisition support, grade-appropriate spoken English used in academic and social settings.</p>	<ul style="list-style-type: none"> ❖ <i>Intermediate Themes 16-30 and Advanced Themes 1-20 (understand longer, more complex directions, conversations and discussions)</i> ❖ <i>Intermediate Themes 16-30 and Advanced Themes 1-20 (understand most main points and important details during social and tangential instructional interactions)</i> ❖ <i>All of the 90 themes in NYC English have an infinite line-by-line repetition feature (rephrasing and clarification are teacher provided language acquisition supports)</i>
<p style="text-align: center;"><u>Grades K-12 Speaking</u></p> <p>Advanced ELLS have the ability to speak using grade-appropriate English, with second language acquisition support, in academic and social settings.</p>	<ul style="list-style-type: none"> ❖ <i>Intermediate Themes 16-30 and Advanced Themes 1-20 (participate in most social and academic discussions on familiar topics)</i> ❖ <i>Intermediate Themes 21-23, 25-30 and Advanced Themes 4, 8, 11-15 (discuss familiar academic topics)</i> ❖ <i>Intermediate Themes 16, 18, 28-30 and Advanced Themes 1-4, 6, 9, 14-20 (basic grasp of grammar features including present, past, and future tenses)</i> ❖ <i>Advanced Themes 1-3, 5, 6, 7, 9, 14, 16-20 (using complex grammar structures and long sentences)</i> ❖ <i>Intermediate Themes 16, 17, 20-25, 27, 28 and Advanced Themes 1, 2, 4-20 (The ELL listens to instruction, then records and listens to his/her own voice speaking American English to clarify pronunciation)</i>
<p style="text-align: center;"><u>Grades K-1 Reading</u></p> <p>Advanced ELLs have the ability to use the English language, with second language acquisition support, to build foundational reading skills.</p>	<ul style="list-style-type: none"> ❖ <i>(NYC English supports teacher-selected read aloud stories with grade-appropriate texts)</i> ❖ <i>Throughout the Beginner, Intermediate, and Advanced Levels (high-frequency vocabulary is incorporated as core for second language development)</i> ❖ <i>Intermediate Themes 16-30 (supports phonetic instruction)</i>

Proficiency Level: *Advanced*

<p style="text-align: center;"><u>Proficiency Level</u></p> <p style="text-align: center;"><u>Descriptors</u></p> <p style="text-align: center;"><i>Click each link below to access specific TELPAS descriptors</i></p>	<p style="text-align: center;"><u>NYC English</u></p> <p><i>There is no digital English in the program</i></p> <hr/> <p><i>The ELL listens to instruction, then records and listens to his/her own voice speaking American English</i></p> <hr/> <p><i>NYCE Intermediate Level Themes 16-30 and NYCE Advanced Level Themes 1-30 provide a writing prompts email feedback system for teacher/student communication</i></p> <div style="border-left: 1px solid black; padding-left: 10px; margin-left: 20px;"> <p><i>All 90 NYCE themes include these language acquisition supports: a unique, infinite line-by-line repetition feature; pictures; drawings; slower clearly enunciated English text; gestures; videos with young multi-ethnic adults speaking American English</i></p> </div>
<p style="text-align: center;"><u>Grades K-1 Writing</u></p> <p>Advanced ELLS have the ability to use the English language to build, with second language acquisition support, foundational writing skills.</p>	<ul style="list-style-type: none"> ❖ <i>Intermediate Themes 16-21, 23-28 (use grade-appropriate English to explain details of self-generated writing)</i> ❖ <i>Intermediate Theme 21 (can participate with grade-appropriate shared writing activities)</i> ❖ <i>Intermediate Themes 16, 23, 24, 30 (can express themselves in self-generated connected written text in English)</i> ❖ <i>NYC English provides a writing prompts email feedback system for teacher student communication in each of Intermediate Themes 16-30</i>
<p style="text-align: center;"><u>Grades 2-12 Reading</u></p> <p>Advanced ELLs have the ability to read and understand, with second language acquisition support, grade-appropriate English used in academic and social contexts.</p>	<ul style="list-style-type: none"> ❖ <i>Intermediate Themes 16-30 and Advanced Themes 1-20 (read and understand a variety of grade-appropriate English vocabulary used in social and academic contexts)</i> ❖ <i>Intermediate Themes 16-30 (read longer phrases and simple sentences from familiar texts)</i> ❖ <i>Intermediate Themes 30 and Advanced Themes 1-4, 6, 9, 14-20 (using skill with English language structures to construct meaning of grade-appropriate text)</i> ❖ <i>Advanced Themes 6, 11-14, 17 (apply basic and higher-order comprehension skills with accommodated grade-appropriate text)</i>
<p style="text-align: center;"><u>Grades 2-12 Writing</u></p> <p>Advanced ELLs have enough English vocabulary and command of English language structures to address grade-appropriate writing tasks, although second language acquisition support is needed.</p>	<ul style="list-style-type: none"> ❖ <i>Advanced Themes 4, 5, 7, 12-16 (use English to express ideas in grade-appropriate writing in the content areas)</i> ❖ <i>Advanced Themes 1-4, 10-12, 17-20 (able to develop or demonstrate elements of grade-appropriate writing in English with abstract or academically challenging topics)</i>

Proficiency Level: *Advanced High*

<p style="text-align: center;"><u>Proficiency Level</u></p> <p style="text-align: center;"><u>Descriptors</u></p> <p style="text-align: center;"><i>Click each link below to access specific TELPAS descriptors</i></p>	<p style="text-align: center;"><u>NYC English</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p><i>There is no digital English in the program</i></p> <hr/> <p><i>The ELL listens to instruction, then records and listens to his/her own voice speaking American English</i></p> <hr/> <p><i>NYCE Intermediate Level Themes 16-30 and NYCE Advanced Level Themes 1-30 provide a writing prompts email feedback system for teacher/student communication</i></p> </div> <div style="width: 35%; border-left: 1px solid black; padding-left: 10px;"> <p><i>All 90 NYCE themes include these language acquisition supports: a unique, infinite line-by-line repetition feature; pictures; drawings; slower clearly enunciated English text; gestures; videos with young multi-ethnic adults speaking American English</i></p> </div> </div>
<p style="text-align: center;"><u>Grades K-12 Listening</u></p> <p>Advanced high ELLS have the ability to understand, with minimal second language acquisition support, grade-appropriate spoken English used in academic and social settings.</p>	<ul style="list-style-type: none"> ❖ <i>Advanced Themes 15-30</i> (understand longer, elaborated directions, conversations, and discussions using complex academic or highly specialized language) ❖ <i>Advanced Themes 15-30</i> (understand main points, important details, and implicit information during social and instructional interactions) ❖ <i>Advanced Themes 15-30</i> (comprehend spoken English)
<p style="text-align: center;"><u>Grades K-12 Speaking</u></p> <p>Advanced high ELLs have the ability to speak using grade-appropriate English, with minimal second language acquisition support, in academic and social settings.</p>	<ul style="list-style-type: none"> ❖ <i>Advanced Themes 15-30</i> (participate in discussions of grade-appropriate social, and academic topics) ❖ <i>Advanced Themes 15-30</i> (communicate effectively using abstract and content-based vocabulary during classroom tasks; use idioms and colloquialisms as do English-speaking peers) ❖ <i>Advanced Themes 15-30</i> (use English grammar structures and complex sentences comparable to native English-speaking peers) ❖ <i>NYC English has an infinite line-by-line repetition feature</i> (to decrease second language acquisition errors) ❖ <i>Advanced Themes 15-30</i> (The ELL listens to instruction, then records and listens to his/her own voice speaking American English to clarify overall pronunciation and communication)
<p style="text-align: center;"><u>Grades K-1 Reading</u></p> <p>Advanced high ELLS have the ability to use the English language, with minimal second language acquisition support, to build foundational reading skills.</p>	<ul style="list-style-type: none"> ❖ <i>Intermediate Themes 16-30 and Advanced Themes 1-20</i> (supports teacher-selected read aloud stories with grade-appropriate texts) ❖ <i>Throughout the Beginner, Intermediate, and Advanced Levels</i> (high-frequency vocabulary is incorporated as core for second language development) ❖ <i>Advanced Themes 10-25</i> (supports phonetic instruction)

Proficiency Level: *Advanced High*

<p style="text-align: center;"><u>Proficiency Level</u></p> <p style="text-align: center;"><u>Descriptors</u></p> <p style="text-align: center;"><i>Click each link below to access specific TELPAS descriptors</i></p>	<p style="text-align: center;"><u>NYC English</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p><i>There is no digital English in the program</i></p> <hr/> <p><i>The ELL listens to instruction, then records and listens to his/her own voice speaking American English</i></p> <hr/> <p><i>NYCE Intermediate Level Themes 16-30 and NYCE Advanced Level Themes 1-30 provide a writing prompts email feedback system for teacher/student communication</i></p> </div> <div style="width: 35%; border-left: 1px solid black; padding-left: 10px;"> <p><i>All 90 NYCE themes include these language acquisition supports: a unique, infinite line-by-line repetition feature; pictures; drawings; slower clearly enunciated English text; gestures; videos with young multi-ethnic adults speaking American English</i></p> </div> </div>
<p style="text-align: center;"><u>Grades K-1 Writing</u></p> <p>Advanced high ELLS have the ability to use the English language to build, with minimal second language acquisition support, foundational writing skills.</p>	<ul style="list-style-type: none"> ❖ <i>Advanced Themes 15-26</i> (use complex English at the level of their English-speaking peers for self-generated written explanations) ❖ <i>Advanced Themes 15-26</i> (teacher-guided participation in grade-appropriate shared writing activities are complementary with NYC English writing prompts) ❖ <i>Advanced Themes 15-23</i> (use English comparable to their English-speaking peers to generate connected written text)
<p style="text-align: center;"><u>Grades 2-12 Reading</u></p> <p>Advanced high ELLS have the ability to read and understand, with minimal second language acquisition support, grade-appropriate English used in academic and social contexts.</p>	<ul style="list-style-type: none"> ❖ <i>Advanced Themes 15-30</i> (read and understand specialized vocabulary at a level nearly comparable to their English-speaking peers) ❖ <i>Advanced Themes 15-30</i> (read grade-appropriate text) ❖ <i>Advanced Themes 15-30</i> (able to understand grade-appropriate English language texts) ❖ <i>Advanced Themes 15-30</i> (read grade-appropriate English language text and successfully apply higher-order comprehension skills)
<p style="text-align: center;"><u>Grades 2-12 Writing</u></p> <p>Advanced high ELLs have acquired the English vocabulary and command of English language structures necessary to address grade-appropriate writing tasks with minimal second language acquisition support.</p>	<ul style="list-style-type: none"> ❖ <i>Advanced Themes 25, 26, 28, 30</i> (use English to write grade-appropriate assignments in content areas) ❖ <i>Advanced Themes 21-30</i> (develop and demonstrate grade-appropriate writing in English)



NYC English correlations to standardized English Tests, international standards, and instructional methods and modalities.

Correlations included:

- World-class Instructional Design and Assessment (WIDA)
- Test of English as a Foreign Language (TOEFL)
- Test of English for International Communication (TOEIC)
- International English Language Testing System (ILETS)
- Teachers of English to Speakers of Other Languages (TESOL)
- Common European Framework of Reference for Languages (CEFR)

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Section 1 – NYC English Introduction

NYC English is a cloud-based software program that uses research-based pedagogy to provide English Language Learners [ELLs] self-paced English language instruction.

The instructional content is divided into three levels: Beginner Conversation, Intermediate Conversation, and Advanced Conversation. Each of those categories has 30 themes—90 in total—providing instruction organized around a common idea to contextualize learning.

Each theme is comprised of language instruction, usage demonstration, practice exercises, and assessment tools. In combination, the methodology is immersive in nature, concurrently teaching the six key elements of language acquisition: reading, writing, grammar, speaking, pronunciation, and listening comprehension.

NYC English has a variety of user features that increase the rate of learning, improve student engagement, and enhance the learning experience. These include:

- Lessons with full color graphics, audio for all instruction, text on screen, and a native language translation
- More than 900 high-definition interactive videos with natural conversation scenes
- Voice recognition software that provides learners instant feedback on their pronunciation
- Progress and status dashboards for teachers, administrators, and students
- Built-in dictionary for instant word definitions
- Interactive tests and practice exercises
- Self-paced, modular learning content that is sequenced and repeatable
- Instruction and demonstration provided by native English speakers

Section 2 – World-Class Instructional Design and Assessment

The WIDA Standards Framework describes WIDA’s conceptualization of language learning in addition to the nature of academic language and its relation to language development. It is represented by the following components: The Features of Academic Language in Sociocultural Contexts highlight academic language features across three dimensions: discourse, sentence, and word/phrase and six levels of language proficiency, taking into consideration the various components of the learning environment (grade level content, purposes for language use, role relationships with others, and other factors). The Performance Definitions delineate the criteria for receptive language (listening and reading) and productive language (speaking and writing) at six levels of language proficiency:

Level 1 – Entering

Level 2 – Emerging

Level 3 – Developing

Level 4 – Expanding

Level 5 – Bridging

Level 6 - Reaching

Listening and Reading

	Discourse Dimension	Sentence Dimension	Word/Phrase Dimension	
	Linguistic Complexity	Language Forms and Conventions	Vocabulary Usage	NYC English Sequence
Level 1: Entering	<ul style="list-style-type: none"> • Single statements or questions • An idea within words, phrases, or chunks of language 	<ul style="list-style-type: none"> • Simple grammatical constructions (e.g., commands, Wh-questions, declaratives) • Common social and instructional forms and patterns 	<ul style="list-style-type: none"> • General content-related words • Everyday social, instructional and some content-related words and phrases 	Beginner Level: Themes 1-7
Level 2: Emerging	<ul style="list-style-type: none"> • Multiple related simple sentences • An idea with details 	<ul style="list-style-type: none"> • Compound grammatical structures • Repetitive phrasal and sentence patterns across content areas 	<ul style="list-style-type: none"> • General content words and expressions, including cognates • Social and instructional words and expressions across content areas 	Beginner Level: Themes 8-13
Level 3: Developing	<ul style="list-style-type: none"> • Discourse with a series of extended sentences • Related ideas specific to particular content areas 	<ul style="list-style-type: none"> • Compound and some complex grammatical constructions • Sentence patterns across content areas 	<ul style="list-style-type: none"> • Specific content-area language and expressions • Words and expressions with common collocations and idioms across content areas 	Beginner Level: Themes 14-30 Intermediate Level: Themes 1-7

Listening and Reading

	Discourse Dimension	Sentence Dimension	Word/Phrase Dimension	
	Linguistic Complexity	Language Forms and Conventions	Vocabulary Usage	NYC English Sequence
Level 4: Expanding	<ul style="list-style-type: none"> • Connected discourse with a variety of sentences • Expanded related ideas characteristic of particular content areas 	<ul style="list-style-type: none"> • Complex grammatical structures • A broad range of sentence patterns characteristic of particular content areas 	<ul style="list-style-type: none"> • Specific and some technical content-area language • Words or expressions with multiple meanings across content areas 	<p style="text-align: center;">Intermediate Level: Themes 8-30</p> <p style="text-align: center;">Advanced Level: Themes 1-8</p>
Level 5: Bridging	<ul style="list-style-type: none"> • Rich descriptive discourse with complex sentences • Cohesive and organized, related ideas across content areas 	<ul style="list-style-type: none"> • A variety of complex grammatical structures • Sentence patterns characteristic of particular content areas 	<ul style="list-style-type: none"> • Technical and abstract content-area language • Words and expressions with shades of meaning across content areas 	Advanced Level: Themes 9-26
Level 6: Reaching	English language learners will process a range of grade-appropriate oral or written language for a variety of academic purposes and audiences. Automaticity in language processing is reflected in the ability to identify and act on significant information from a variety of genres and registers. English language learners' strategic competence in processing academic language facilitates their access to content area concepts and ideas.			Advanced Level: Themes 27-30

Speaking and Writing

	Discourse Dimension	Sentence Dimension	Word/Phrase Dimension	
	Linguistic Complexity	Language Forms and Conventions	Vocabulary Usage	NYC English Sequence
Level 1: Entering	<ul style="list-style-type: none"> Words, phrases, or chunks of language Single words used to represent ideas 	<ul style="list-style-type: none"> Phrase-level grammatical structures Phrasal patterns associated with familiar social and instructional situations 	<ul style="list-style-type: none"> General content-related words Everyday social and instructional words and expressions 	Beginner Level: Themes 1-7
Level 2: Emerging	<ul style="list-style-type: none"> Phrases or short sentences Emerging expression of ideas 	<ul style="list-style-type: none"> Formulaic grammatical structures Repetitive phrasal and sentence patterns across content areas 	<ul style="list-style-type: none"> General content words and expressions Social and instructional words and expressions across content areas 	Beginner Level: Themes 8-13
Level 3: Developing	<ul style="list-style-type: none"> Short and some expanded sentences with emerging complexity Expanded expression of one idea or emerging expression of multiple related ideas across content areas 	<ul style="list-style-type: none"> Simple and compound grammatical structures with occasional variation Sentence patterns across content areas 	<ul style="list-style-type: none"> Specific content language, including cognates and expressions Words or expressions with multiple meanings used across content areas 	Beginner Level: Themes 14-30 Intermediate Level: Themes 1-7

Speaking and Writing

	Discourse Dimension	Sentence Dimension	Word/Phrase Dimension	
	Linguistic Complexity	Language Forms and Conventions	Vocabulary Usage	NYC English Sequence
Level 4: Expanding	<ul style="list-style-type: none"> Short, expanded, and some complex sentences Organized expression of ideas with emerging cohesion characteristic of particular content areas 	<ul style="list-style-type: none"> Compound and complex grammatical structures Sentence patterns characteristic of particular content areas 	<ul style="list-style-type: none"> Specific and some technical content-area language Words and expressions with expressive meaning through use of collocations and idioms across content areas 	<p style="text-align: center;">Intermediate Level: Themes 8-30</p> <p style="text-align: center;">Advanced Level: Themes 1-8</p>
Level 5: Bridging	<ul style="list-style-type: none"> Multiple, complex sentences Organized, cohesive, and coherent expression of ideas characteristic of particular content areas 	<ul style="list-style-type: none"> A variety of complex grammatical structures matched to purpose A broad range of sentence patterns characteristic of particular content areas 	<ul style="list-style-type: none"> Technical and abstract content-area language, including content-specific collocations Words and expressions with precise meaning across content areas 	Advanced Level: Themes 9-26
Level 6: Reaching	<p>English language learners will use a range of grade-appropriate language for a variety of academic purposes and audiences. Agility in academic language use is reflected in oral fluency and automaticity in response, flexibility in adjusting to different registers and skillfulness in interpersonal interaction. English language learners' strategic competence in academic language use facilitates their ability to relate information and ideas with precision and sophistication for each content area.</p>			Advanced Level: Themes 27-30

Section 3 – Correlation to Teachers of English to Speakers of Other Languages (TESOL)

The English to Speakers of Other Languages (TESOL or ESOL) test is designed to measure basic linguistic and pedagogical knowledge within the context of teaching ESOL in elementary or secondary schools.

TESOL has four domains (listening, reading, writing, speaking) and five levels of language proficiency:

Level 1 – Starting

Level 2 – Emerging

Level 3 – Developing

Level 4 – Expanding

Level 5 – Bridging

	TESOL DOMAINS	NYC ENGLISH METHODOLOGY
Reading	<p>English language learners process, interpret, and evaluate written language, symbols, and text, with understanding and fluency. Learning to read in a second language may be enhanced or hindered by a student's level of literacy in their native language. Students who have a strong foundation in reading in their first language bring with them skills that can be readily transferred in the process of learning to read in English.</p>	<p>NYC English has reading components interspersed throughout its 90 themes. Reading texts include question/answer, descriptive, cause/effect, persuasive, and narrative. Users read and respond to passages either verbally or with a written response. Users read all vocabulary, texts, and grammar available. NYC English offers two exercise modules per theme which allows students to practice their reading skills in various formats. In addition to its curriculum, NYC English has a placement test which contains texts and passages for testing purposes.</p>
Listening	<p>Listening is an active skill. By highlighting an assortment of listening tasks across standards, the need to involve students in active listening and purposeful listening skills development becomes clear.</p>	<p>NYC English has 90 themes with at least 10 modules. Each module contains listening components with texts, monologues, native English speakers, and writing components. Exercises in each theme contain listening components where students answer specific questions related to the theme. There are two sets of exercises per theme which show various types of listening strategies. NYC English offers a voice analyzer allowing the user to record sentences and vocabulary words while analyzing its contents. Students receive immediate feedback.</p>

	TESOL DOMAINS	NYC ENGLISH METHODOLOGY
Speaking	English language learners engage in oral communication in a variety of situations for a variety of purposes and in a wide spectrum of settings. As part of the oral communication, students are constantly using language in meaningful interaction with others.	Each of NYC English's three suites contain speaking components throughout each theme. NYC English offers a voice analyzer allowing the student to record sentences and vocabulary words while analyzing what was recorded. Students receive immediate feedback and an unlimited number of attempts.
Writing	English language learners use written communication for a variety of purposes and audiences. Writing can be used to express meaning through drawing, symbols, or text.	Intermediate and Advanced Conversations contain writing prompts. The learner hears the prompt, sees an example of the prompt, and is asked to write about the prompt. The user has five opportunities to submit a proper essay. Essays include various types: narrative, descriptive, persuasive, argumentative. The teacher may write and/or correct what the student submits each time.

	TESOL DOMAINS	NYC ENGLISH METHODOLOGY
Level 1: Starting	<p>At level 1, students initially have limited or no understanding of English. They rarely use English for communication. They respond nonverbally to simple commands, statements, and questions. As their oral comprehension increases, they begin to imitate the verbalizations of others by using single words or simple phrases, and they begin to use English spontaneously. At the earliest stage, these learners construct meaning from the text primarily through illustrations, graphs, maps, and tables.</p>	<p>Beginning Conversation is the first level in NYC English. It has 30 themes which include 8-12 lessons in each. The beginning theme emphasizes simple words and sentences to introduce the learner to easy English terms. Learners are able to practice speaking, reading, listening, at this level. Pictures and graphs assist the learner to understand words and phrases used. Grammar and pronunciation are introduced too, so that the learner will begin to build a basic knowledge of sound and word construction. NYC English provides additional support by providing Native Language Translation (NLT) within each theme.</p>
Level 2: Emerging	<p>At level 2, students can understand phrases and short sentences. They can communicate limited information in simple every day and routine situations by using memorized phrases, groups of words, and formulae. They can use selected simple structures correctly but still systematically produce basic errors. Students begin to use general academic vocabulary and familiar everyday expressions. Errors in writing are present and hinder communication.</p>	<p>Learners at this level can continue to use Beginning Conversations but may progress toward higher modules with more advanced concepts. NYC English provides a voice analyzer feature for learners to record vocabulary words and phrases. The curriculum is scaffolded so that the learner encounters more difficult components as the learner progresses through the themes.</p>

	TESOL DOMAINS	NYC ENGLISH METHODOLOGY
Level 3: Developing	At level 3, students understand more complex speech but still may require some repetition. They use English spontaneously but may have difficulty expressing all of their thoughts due to a restricted vocabulary and a limited command of language structure. Students at this level speak in simple sentences, which are comprehensible and appropriate, but which are frequently marked by grammatical errors. Proficiency in reading may vary considerably. Students are most successful constructing meaning from texts for which they have background knowledge upon which to build.	Intermediate Conversations is the second level in NYC English. It has 30 themes which include 10-15 lessons in each. It is also comprised of more complex terms and sentences. Learners are able to practice speaking, reading, and listening at this level. Continuous throughout this theme are pictures, graphics, grammar, and pronunciation. NYC English introduces the writing component where learners read, listen, and practice from a prompt. Native Language Translation is also available in this theme.
Level 4: Expanding	At level four, a student's language skills are adequate for most day-to-day communication needs. They communicate in English in new and unfamiliar settings but have occasional difficulty with complex structure and abstract concepts. Students may read with considerable fluency and are able to locate and identify specific facts within a text. However, they may not understand texts in which the concepts are presented in a decontextualized manner, the sentence structure is complex, or the vocabulary is abstract, technical, or colloquial. They can read independently but may have occasional comprehension problems, especially when processing grade-level information.	Learners continue to use Intermediate Conversations and may progress through the third level, Advanced Conversation. The advanced module has 30 themes which include 12-18 lessons in each. It also contains more advanced vocabulary, writing prompts, and pronunciation. Learners will hear conversation lines at normal to faster pace than previous modules. Learners can record answers and write responses with everything being recorded on their dashboards.

	TESOL DOMAINS	NYC ENGLISH METHODOLOGY
<p>Level 5: Bridging</p>	<p>At level five, students can express themselves fluently and spontaneously on a wide range of personal, general, academic, or social topics in a variety of contexts. They are poised to function in an environment with native speaking peers with minimal language support or guidance. Students have a good command of technical and academic vocabulary as well of idiomatic expressions and colloquialisms. They can produce clear, flowing, well-structured texts of differing lengths and degrees of linguistic complexity. Errors are minimal, difficult to spot, and generally corrected when they occur.</p>	<p>NYC English’s highest and most difficult level is Advanced Conversation. It contains 30 themes with 12-18 lessons in each. While it mimics the previous modules in structure and methodology, its content is more challenging. Vocabulary, writing prompts, grammar and pronunciation lessons are based on previous knowledge. Words are spoken at a normal conversation pace. Native language translations are no longer available, however, the learner can watch the videos and hear words as many times as needed.</p>

Section 4 – Correlation to Common European Framework of Reference for Languages (CEFR)

The CEFR describes foreign language proficiency at six levels: A1 and A2, B1 and B2, C1 and C2.. Based on empirical research and widespread consultation, this scheme makes it possible to compare tests and examinations across languages and national boundaries. It also provides a basis for recognizing language qualifications thereby facilitating educational and occupational mobility. It was designed to provide a transparent, coherent and comprehensive basis for the elaboration of language syllabuses and curriculum guidelines, the design of teaching and learning materials, and the assessment of foreign language proficiency.

LEVEL GROUP	LEVEL	DESCRIPTION	NYC ENGLISH CONTENT
<p style="text-align: center;">A: Basic User</p>	<p style="text-align: center;">A1: Breakthrough or beginner</p>	<ul style="list-style-type: none"> • Can understand and use familiar everyday expressions and very basic phrases aimed at the satisfaction of needs of a concrete type • Can introduce themselves and others and can ask and answer questions about personal details such as where they live, people they know and things they have • Can interact in a simple way provided the other person talks slowly and clearly and is prepared to help 	<p>Beginning Conversation Lesson 1: Greeting others Lesson 2: Asking personal questions Lesson 5: Describing my house Lesson 6: Describing public places</p> <p>All lessons contain Native English and everyday expressions.</p>
	<p style="text-align: center;">A2: Waystage or elementary</p>	<ul style="list-style-type: none"> • Can understand sentences and frequently used expressions related to areas of most immediate relevance (e.g. very basic personal and family information, shopping, local geography, employment) • Can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar and routine matters • Can describe in simple terms aspects of their background, immediate environment and matters in areas of immediate need 	<p>Beginning Conversation Lesson 3: Talking about my family Lesson 8: Describing others Lesson 15: Getting around the community Lesson 14: Asking for and giving</p> <p>All lessons contain Native English and everyday expressions.</p>

LEVEL GROUP	LEVEL	DESCRIPTION	NYC ENGLISH CONTENT
<p style="text-align: center;">B: Independent user</p>	<p style="text-align: center;">B1: Threshold or intermediate</p>	<ul style="list-style-type: none"> • Can understand the main points of clear standard input on familiar matters regularly encountered in work, school, leisure, etc. • Can deal with most situations likely to arise while traveling in an area where the language is spoken • Can produce simple connected text on topics that are familiar or of personal interest • Can describe experiences and events, dreams, hopes and ambitions and briefly give reasons and explanations for opinions and plans 	<p>Beginning Conversation Lesson 2: Asking personal questions Lesson 3: Talking about my family Lesson 7: Jobs and professions Lesson 17: Hobbies and interests</p> <p>Advanced Conversation 2 Lesson 6: Television Lesson 7: Movies Lesson 11: Public Education</p> <p>Advanced Conversation 3 Theme 1: Marriage and Family Theme 6: Business</p>
	<p style="text-align: center;">B2: Vantage or upper intermediate</p>	<ul style="list-style-type: none"> • Can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in their field of specialization • Can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party • Can produce clear, detailed text on a wide range of subjects and explain a viewpoint on a topical issue giving the advantages and disadvantages of various options 	<p>Advanced Conversation 1 Theme 1: Talking About Extended Family</p> <p>Advanced Conversation 3 Theme 1: Marriage and Family Theme 6: Business Theme 8: Airports and Air Travel</p>

LEVEL GROUP	LEVEL	DESCRIPTION	NYC ENGLISH CONTENT
<p style="text-align: center;">C: Proficient user</p>	<p style="text-align: center;">C1: Effective operational proficiency or advanced</p>	<ul style="list-style-type: none"> • Can understand a wide range of demanding, longer clauses, and recognize implicit meaning • Can express ideas fluently and spontaneously without much obvious searching for expressions • Can use language flexibly and effectively for social, academic and professional purposes • Can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organizational patterns, connectors and cohesive devices 	<p>Advanced Conversation 2 Lesson 5: Music and Musical Instruments Lesson 6: Television Lesson 7: Movies</p> <p>Advanced Conversation 2 Theme 2: Describing Personalities Theme 7: Movies</p>
	<p style="text-align: center;">C2: Mastery or proficiency</p>	<ul style="list-style-type: none"> • Can understand with ease virtually everything heard or read • Can summarize information from different spoken and written sources, reconstructing arguments and accounts in a coherent presentation • Can express themselves spontaneously, very fluently and precisely, differentiating finer shades of meaning even in the most complex situations 	<p>Beginning Conversation and Advanced Conversation I, II, and III Contain opportunities for students to use its voice analyzer when speaking specific texts and vocabulary.</p> <p>Advanced Conversation I, II, and III Contain texts about various topics. Writing prompts are given based on the texts. Students are asked to write narrative, persuasive, and/or descriptive responses. Exercises in each theme allow the opportunity for students to converse and explore various topics.</p>

Section 5 – Correlation to Test of English as a Foreign Language (TOEFL)

The following columns are organized to provide comparison with the TOEFL structure. TOEFL has four components: Listening, Reading, Writing, and Speaking.

	TOEFL TEST SECTIONS	NYC ENGLISH METHODOLOGY
Listening	<ul style="list-style-type: none"> • 6-9 passages, each containing 5-6 questions 	<p>NYC English has 90 themes with at least 10 modules each. Each module contains listening components with texts, monologues, native English speakers, and writing components.</p> <p>Exercises in each theme are comprised of listening components in which students answer specific questions related to the theme. There are two sets of exercises per theme which show various types of listening strategies.</p> <p>NYC English offers voice analyzation allowing the user to record sentences and vocabulary words and receive instant feedback on pronunciation and enunciation.</p>
Reading	<ul style="list-style-type: none"> • 3-5 sample passages from academic texts, approximately 700 words in length • 12-14 questions per passage 	<p>NYC English has reading components woven throughout the 90 Themes. Each theme contains a minimum of two exercise modules allowing students to practice their reading skills in various formats.</p> <p>Additionally, NYC English has various placement tests which contain texts and passages for testing purposes.</p> <p>Reading texts include question/answer, descriptive, cause/effect, persuasive, and narrative. Users read and respond to passages either verbally or with a written response. Users read all vocabulary, texts, and grammar available.</p>

	TOEFL TEST SECTIONS	NYC ENGLISH METHODOLOGY
Writing	<ul style="list-style-type: none"> • 2 tasks • Example: task to write a response to reading passage 	<p>The Intermediate and Advanced Conversation themes contain writing prompts. The learner hears the prompt, sees an example of the prompt, and is asked to write about the prompt. The user has five opportunities to submit a proper essay.</p> <p>Essays include various types: narrative, descriptive, persuasive, and argumentative. NYC English staff teachers review and/or correct what the student submits.</p>
Speaking	<ul style="list-style-type: none"> • 6 tasks • Example: speaking task in response to materials read or heard 	<p>NYC English has three suites: Beginning Conversation (30 Themes), Intermediate Conversation (30 Themes) and Advanced Conversation (30 Themes) which contain speaking components throughout each theme, often in response to something heard.</p> <p>NYC English offers voice analyzation allowing the user to record sentences and vocabulary words and receive instant feedback on pronunciation and enunciation. Students are provided an unlimited number of attempts.</p>

Section 6 – Correlation to Test of English for International Communication (TOEIC)

The primary TOEIC exams are comprised of two separate tests:

1 – TOEIC Listening and Reading

200 multiple choice items divided evenly between each section. Test takers receive separate scores for the listening and reading sections, each on a scale from 5-495 points. They are totaled together for an aggregate test score ranging from 10-990 points

2 – TOEIC Speaking and TOEIC Writing

Test takers receive separate scores for each test, and they may take one without the other. Each test receives a score ranging from 0-200. Test takers are grouped in eight proficiency levels for Speaking and nine for Writing.

	TOEIC TEST/SECTIONS	NYC ENGLISH METHODOLOGY
Listening	<ul style="list-style-type: none"> • 100 questions • Example: Multiple choice questions following the viewing/hearing of recorded presentation 	<p>NYC English has 90 quizzes and tests for each theme, which apply various methods for the learner to respond to critical thinking and application questions.</p> <p>Additionally, in each theme NYC English tests vocabulary words and grammar usage.</p>
Reading	<ul style="list-style-type: none"> • 100 questions • Example: Identification of missing word in a sentence 	<p>NYC English has 90 quizzes and tests for each theme which test the recognition and use of key vocabulary words and grammar usage in context.</p> <p>Further, each module contains verbal instruction accompanied by written text to help the learner improve word recognition, spelling, usage, and sentence structure.</p>

	TOEIC TEST/SECTIONS	NYC ENGLISH METHODOLOGY
Speaking Test	<ul style="list-style-type: none"> • 11 questions • Example: Reading prepared text aloud 	<p>The instructional content and learning modules within each theme contain verbal instruction accompanied by written text, helping the student learn pronunciation, intonation, sentence cohesion and syllabic stress.</p> <p>NYC English offers voice analyzation allowing the user to record sentences and vocabulary words and receive instant feedback on articulation and enunciation. Students are provided an unlimited number of attempts.</p>
Writing Test	<ul style="list-style-type: none"> • 8 questions • Example: Writing an essay expressing personal opinion 	

Section 7 – Correlation to International English Language Testing System (IELTS)

The IELTS exam has two different versions:

1 – IELTS Academic

For test takers who want to study at the University level in an English-speaking country, pursue specialized education/training, or meet the standards required by a profession or employer.

2 – IELTS General

For test takers seeking to work, study at a secondary school, or migrate to an English-speaking country.

The general format for both tests is the same. The primary distinction is in content and tasks, both of which require a more technical understanding (e.g., interpreting a chart or graph) for the IELTS Academic version.

	ILETS SECTIONS	NYC ENGLISH METHODOLOGY
Listening	<ul style="list-style-type: none"> • Test takers listen to four recorded texts, monologues, and conversations by a range of native speakers, and write their answers to a series of questions • Example recording: A conversation between up to four people set in an educational or training context, e.g. a university tutor and a student discussing an assignment 	<p>NYC English has 90 Themes with at least 10 modules in each. Each module contains listening components with texts, monologues, native English speakers, and writing components. Exercises in each theme comprise of listening components where students answer specific questions related to the theme. There are two sets of exercises per theme.</p>
Reading	<ul style="list-style-type: none"> • The Reading section consists of 40 questions, designed to test a wide range of reading skills. • The general test includes extracts from books, magazines, advertisements, and other materials found on a daily basis in English-speaking environment. • The academic test includes three long texts which range from the descriptive and factual to the discursive and analytical. These are taken from books, journals, magazines and newspapers. 	<p>NYC English has Reading components interspersed throughout its modules. Reading texts include question/answer, descriptive, cause/effect, persuasive, and narrative, to name a few. Students read and respond to passages either verbally or with a written response. Users read all vocabulary, texts, and grammar available.</p>

	IELTS SECTIONS	NYC ENGLISH METHODOLOGY
Speaking	<p>The Speaking component assesses the test taker’s use of spoken English. Every test is digitally recorded and consists of three parts:</p> <ul style="list-style-type: none"> ● Part 1 - Test takers answer general questions about themselves and a range of familiar topics, such as their home, family, work, studies and interests ● Part 2 - Test takers are given a booklet which asks them to talk about a particular topic. They have one minute to prepare before speaking for up to two minutes. The examiner may ask one or two questions on the same topic to finish this part of the test ● Part 3 - Test takers are asked further questions which are connected to the topic in Part 2. These questions give the candidate an opportunity to discuss more abstract issues and ideas. It is structured in such a way that does not allow test takers to rehearse set responses beforehand 	<p>NYC English has two suites (Intermediate Conversation and Advanced Conversation) which emphasize speaking components throughout each theme. NYC English offers a voice analyzer which allows the student to record sentences and vocabulary words and analyzes what was recorded. Students receive immediate feedback and an unlimited number of attempts to get the pronunciation correct.</p>