

Announcement of Funding Opportunity

2012-2015 School District Performance Improvement Competitive Grant Program

Purpose of the Program: The purpose of the 2012-2015 School District Performance Improvement competitive grant program is to provide grants to public school districts that have demonstrated the most success in increasing student performance, narrowing the achievement gap, and increasing academic performance among students with the greatest educational needs, and have submitted a high quality plan that shows the most promise of building upon this success. For purposes of this RFP, students with the greatest educational needs are defined as African American students; Hispanic students; students with disabilities, including students who have been declassified in the previous two years; English Language Learners, including students who have been deemed to have achieved proficiency during the previous two years; and economically disadvantaged students, including students that receive free or reduced-priced lunch.

Project Period: Three years, from May 1, 2012 to June 30, 2015. Funding for Years Two and Three is contingent upon availability of funding and satisfactory performance.

Eligible Applicants: Public School Districts (**charter schools are not eligible applicants for this grant competition**)

Funding: \$75 million during the three-year project period with a maximum payout of \$25 million in each year. Payments in Years 2 and 3 are contingent upon availability of funding and satisfactory performance. Districts will be divided into eight tiers according to ranges of enrollment. Districts in each range will be eligible to apply for a different maximum award amount according to the chart on page 4. See Appendix 1 for a list of the districts and their enrollment.

Due Date: Applications must be postmarked by January 13, 2012 and mailed to:

New York State Education Department
89 Washington Avenue
Grants Management, Room 674 EBA
Albany, New York 12234

Questions: All questions must be emailed to gc12004@mail.nysed.gov no later than close of business November 7, 2011. A Questions and Answers will be posted at:
<http://www.p12.nysed.gov/funding/currentapps.html> no later than November 21, 2011.

The State Education Department does not discriminate on the basis of age, color, religion, creed, disability, marital status, veteran status, national origin, race, gender, genetic predisposition or carrier status, or sexual orientation in its educational programs, services and activities. Portion of any publication designed for distribution can be made available in a variety of formats, including Braille, large print or audiotape, upon request. Inquiries regarding this policy of nondiscrimination should be directed to the Department's Office for Diversity, Ethics, and Access, Room 530, Education Building, Albany, NY 12234.

New York State Education Department

2012-2015 School District Performance Improvement Competitive Grant Program

Program Purpose

The purpose of the 2012-2015 School District Performance Improvement competitive grant program is to provide grants to public school districts that have demonstrated the most success in increasing student performance, narrowing the achievement gap, and increasing academic performance among students with the greatest educational needs, and have submitted a high quality plan that shows the most promise of building upon this success. For purpose of this RFP, students with the greatest education needs are defined as African American students; Hispanic students; students with disabilities, including students who have been declassified during the previous two school years; English Language Learners, including students who have been deemed to have achieved proficiency during the previous two school years; and economically disadvantaged students, those receiving a free or reduced priced lunch.

Eligibility Requirements

To be eligible for this grant, a Public School District must:

1. Have a Race to the Top Final Scope of Work that was approved by the Commissioner by February 15, 2011 (See <http://eservices.nysed.gov/rtttlea/showAll.html> for a list of participating districts) **or**
2. Demonstrate satisfactory progress towards the implementation of:
 - a. High quality student assessments,
 - b. The use of data to improve instruction and student performance, and
 - c. The provision of professional development to improve teacher performance; **and**
3. Demonstrate the greatest gains in student performance in the prior school year as measured by increases in student outcomes.

For purposes of this RFP:

- a. “High quality student assessments” are defined as assessments that improve and support learning, are fair to all students, and are regularly reviewed and improved.
- b. “Using data to improve instruction and student performance” is defined as educators' use of tools and practices to access, analyze, and use the data of student learning and achievement to identify, implement, monitor, and refine changes in instruction.
- c. “Professional development to improve teacher performance” is defined as intensive, on-going professional development opportunities to improve instructional practice and educator effectiveness to foster student achievement and growth.

Note: A District selected to receive a grant will only be eligible to receive an award upon submitting proof, no later than the end of the 2011-2012 school year, that it has fully implemented

the provisions of Education Law §3012-c (APPR) and section 100.2(o) of the Commissioner's Regulations.

Scoring

Districts and applications will be scored as follows, out of a potential total of 115 points:

1. Academic Performance (50 points)

The gains districts have made between the 2009-10 and 2010-11 schools years in increasing performance of elementary and middle school students in English language arts, mathematics and science and in increasing the percentage of students who graduate with a local or Regents diploma within four years of their first entry into Grade 9. (See Appendix 2 for an explanation of how the scores for Academic Performance are computed).

For purposes of this RFP, the metrics for measuring student performance are:

- a. Elementary and Middle Level English Language Arts Performance Index
- b. Elementary and Middle Level Mathematics Performance Index
- c. Elementary and Middle Level Science Performance Index
- d. Four Year High School Graduation Rate, defined as the percentage of the annual graduation rate cohort that earns a high school diploma (with or without a Regents endorsement) by August 31st of the fourth calendar year after first entering grade 9.

2. Priority Area Programs (35 points)

Districts must submit a program narrative containing a high quality plan in one or more of the following priority area(s) based upon practices that have been demonstrated to be effective in, or show the most promise for, increasing student performance, narrowing the student achievement gap, and increasing academic performance among students with the greatest educational needs.

The priority areas are:

- a. Middle School Programs
- b. College Level or Early College Programs
- c. Increased College Admission Rates, Measured by Graduation with Regents Diplomas with Advanced Designation
- d. Career and Technical Education Programs

For purposes of this RFP, a high-quality plan is defined as one that describes in detail how the funds received will be expended to support activities and strategies to improve student achievement, demonstrates how these activities will enhance teaching and learning for all students enhance teaching and learning for all students, especially those with the greatest educational needs, and provides evidence that the district has the capacity to fully and effectively implement the activities in the plan.

Districts may apply for funding for any one or combination of the above programs. A separate program narrative must be completed for each priority area addressed. An applicant’s score for this section will be based upon the average of the scores for the programs for which the applicant applies. Applicants submitting a well-developed comprehensive proposal for one priority area will receive a higher score than an applicant submitting less developed proposals for several areas.

3. District Need (10 Bonus Points)

The district’s need as measured by its Need Resource Capacity Category and the Percentage of Students in the district who are free or reduced lunch eligible. See Appendix 3 for how bonus points are computed.

4. FS-10 Budget Form and Budget Narrative (20 Points)

The applicant must complete the FS-10 budget form, including the original signature of the Superintendent. In addition, a budget narrative explaining the relationship between the proposed expenditures and project activities and goals must be submitted. Please include a description of how the funds will be expended in each Priority Area for which the applicant applies. The budget narrative and FS-10 budget will be reviewed and scored.

The FS-10 Budget Form and information about the categories of expenditures, general information on allowable costs and applicable federal costs principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](http://www.oms.nysed.gov/cafe/guidelines.html) (<http://www.oms.nysed.gov/cafe/guidelines.html>)

Grant Award Period and Grant Amounts

The grant award period will be for three years from May 1, 2012 to June 30, 2015. Funding for years two and three is contingent upon availability of funding and satisfactory performance. Districts may apply for funds based on their enrollment according to the chart below.

Enrollment Range*	Maximum Size of Annual Award for Each Individual District	Total Three Year Maximum Award Per Individual District
100,000+	\$10,000,000	\$30,000,000
17,500 – 99,999	\$1,500,000	\$4,500,000
7,500- 17,499	\$1,200,000	\$3,600,000
5,000-7,499	\$900,000	\$2,700,000
2,500-4,999	\$600,000	\$1,800,000
1,500-2,499	\$400,000	\$1,200,000
750-1,499	\$200,000	\$600,000
Less than 750	\$100,000	\$300,000

Note: New York City may choose to apply as one district or individual New York City community school districts may apply. Under either option, the maximum aggregate amount that may be awarded to New York City and/or its component community school districts is \$10 million annually. In the event that New York City community school districts apply individually, grant awards will be based upon tier according to the community school district's pupil enrollment

Review and Rating of Applications

Only complete applications received by the due date that meet the eligibility requirements will be reviewed. The Proposal Narrative, including the budget narrative, must not exceed twenty-five (25) pages in font size of 12 point, single-spaced, with one-inch margins, and page numbers. Proposals will not be read past page twenty-five.

The Department will administer a peer review process of proposals that includes the following components:

- Screening of all proposals to verify eligibility for the School District Performance Improvement Award funding.
- Recruitment, selection and assignment of peer reviewers to ensure geographic diversity, confidentiality, and the avoidance of conflicts of interest.
- Review and rating of each application by two reviewers using the point scales indicated in the Program Narrative and Evaluation Rubric. Scores from the two reviewers will be added to compute the final average score. If there is a difference of 15 points or more between their two scores, a third review will be performed and the two closest scores will be added to compute the final average score. If the third reviewer's score is equal to the average of the two original scores, the third reviewer's score will become the final score.
- Review and scoring of budgets. If the budget includes items that are inconsistent with the requirements of this grant proposal, it will be scored accordingly and the items will be eliminated. **Funds may not be expended on salary increases or bonuses for staff or capital construction.**

In the event of a tie score, the applicant with the higher score on the Priority Area Program will be ranked higher. Applications which do not receive a final score of at least 75 points out of the 115 possible total points will not be eligible to receive an award.

Districts must apply for funds based on their enrollment and tier according to the chart. Applications will be ranked according to score from highest to lowest. Awards will be made to applicants scoring 75 or above (out of 115 points) in order of score until funds are insufficient to fund the next ranking applicant in full. Remaining funds will be offered to that applicant to run a smaller program.

Grantees' Responsibility

Projects must operate under the jurisdiction of the local board of education or board of trustees. The local board of education or board of trustees is responsible for the proper disbursement of, and accounting for, project funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation and fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations, and inventory control must be followed. Supporting or source documents are required for all grant related transactions entered into the school district's recordkeeping system. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time & effort records, delivery receipts, vendor invoices, travel documentation and payment documents, including check stubs.

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

For additional information about grants, please refer to the [Fiscal Guidelines for Federal and State Aided Grants](http://www.oms.nysed.gov/cafe/) at <http://www.oms.nysed.gov/cafe/>

**2012-2015 School District Performance Improvement
Competitive Grant Program
Application Cover Page**

Agency Code

--	--	--	--	--	--	--	--	--	--	--	--	--

Name of District:		Contact Person:	
Address:		Title:	
City:	Zip Code:	Telephone:	
		Fax:	
		E-Mail:	
<p>I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, Appendix A-1G and that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p>			
Signature of Superintendent (in blue ink)			
Typed Name:		Date:	

Submit 1 original and 3 copies of the completed application postmarked by January 13, 2012 to:

**New York State Education Department
89 Washington Avenue
Grants Management, Room 674 EBA
Albany, NY 12234**

RTTT Final Scope of Work Form

Does the District have a Race to the Top Final Scope of Work? Please mark the appropriate box below.

Yes

No

If the answer is **No**, please fill in the following form. Answers should be brief.

Steps Taken in the Past Two Years to Implement:
High Quality Assessments
The Use of Data to Improve Instruction and Student Performance
Professional Development to Improve Teacher Performance

Application Checklist

Listed below are the required documents for a complete application package, in the order that they should appear. Use this checklist to ensure that your application submission is complete and in compliance with the Application Instructions. Incomplete applications will be not be reviewed.

_____ Application Cover Page with original signature of Superintendent in blue ink

_____ RTTT Final Scope of Work Form

_____ Application Checklist

_____ Priority Area Program(s) Included in the Application:

_____ Middle School Programs

_____ College Level or Early College Programs

_____ Increased College Admission Rates, Measured by Graduation with Regents Diploma with Advanced Designation

_____ Career and Technical Education Programs

_____ Program Narrative(s)

_____ Statement of Assurances

_____ FS-10 Budget with original signature of Superintendent in blue ink (separate document from the application)

_____ Budget Narrative

School District Performance Improvement Grant Award: Priority Area Program

Instructions:

Districts may apply for funding for one or more of the programs listed below. An applicant's score for this section will be based upon the average of the scores for the programs for which the applicant applies. Applicants submitting a well-developed comprehensive proposal for one priority area will receive a higher score than an applicant submitting less developed proposals for several areas. The Priority Area Program will be worth **35 points**.

A. Middle School Programs

Students' middle grades experiences have tremendous impact on the extent to which they will close achievement gaps, graduate from high school, and be prepared for college.¹ According to the National Forum to Accelerate Middle Grades Reform, in order to prepare students to be lifetime learners, ready for college, career, and citizenship, middle schools must be academically excellent, sensitive to the unique developmental challenges of early adolescence, and socially equitable, democratic, and fair.

Please describe the rigorous programs currently being implemented in your School District, including plans to grow and improve middle school performance for all students, especially for those with the greatest educational needs. For purposes of this RFP, students with the greatest educational needs are defined as African American students; Hispanic students; students with disabilities, including students who have been declassified in the previous two years; English Language Learners, including students who have been deemed to have achieved proficiency during the previous two years; and economically disadvantaged students, including those receiving free or reduced priced lunch.

For the Middle School Program that you propose to fund with this grant, your narrative must include the following components:

Needs (5 Points)

- a. Outline the goals of the program and how they connect to past initiatives.
- b. Articulate the specific needs addressed by this program.
- c. Include specific qualitative and quantitative information to support the goals and needs addressed by the program.

Closing the Achievement Gap (10 points)

Describe in detail how the program activities successfully address students with the greatest educational needs. Include the following:

- a. Provide data that demonstrates how your District's current program improves performance for all middle level students. Include disaggregated data for each of the student groups with the greatest educational needs.
- b. Supply other relevant measures of improved student performance in addition to the New York State assessments, including, but not limited to, attendance and discipline data.

¹ Robert Balfanz, 2009, "Putting Middle Grades Students on the Graduation Path: A Policy and Practice Brief," http://www.amle.org/portals/0/pdf/research/Research_from_the_Field/Policy_Brief_Balfanz.pdf .

Project Design (20 points)

1. Academic Program

- a. Show how both past and proposed programs increase student knowledge, skills, and opportunities for all students, particularly for those students with the greatest educational needs.
- b. Outline the initiatives the District has enacted and plans to implement to strengthen a system of social, emotional and personal support for all students.
- c. Describe specifically how this program has and will continue to enhance student achievement and learning, especially for students with the greatest educational needs.
- d. Describe the research based professional development activities that will be offered to strengthen teachers' content knowledge and pedagogical skills and the specific form of measurement that will be used to determine positive impact on these areas.
- e. Describe how teachers, school administrators, parents, and other stakeholders will have meaningful involvement in the planning and implementation of the program.

2. Alignment

- a. Describe the program's alignment to the Regents Policy Statement on Middle Level Education and the *Schools to Watch*TM criteria for high-performing middle schools in one or more of the domain areas of **Academic Excellence, Developmental Responsiveness, Social Equity, or Organization and Structure** as outlined by the National Forum to Accelerate Middle Grades Reform. The criteria can be found at:
http://www.p12.nysed.gov/ciai/mle/eestw/stw_ee_crosswalk.doc .
- b. Demonstrate how the Middle School Program aligns to the New York State Learning Standards including the newly adopted Common Core Learning Standards in English Language Arts/Literacy and Mathematics. Please see
<http://www.p12.nysed.gov/ciai/standards.html> .

3. Implementation of the Race to the Top (RTTT) or Comparable Initiatives

Explain how implementation of the Common Core Learning Standards, the use of data to inform instruction, and a system of teacher and principal evaluation will support enhanced teaching and learning in the Middle School.

4. Sustainability Plan

Provide a sustainability plan to maintain the Middle School program, particularly how the expansions or enhancements made with the grant funds will be continued after the funding period ends:

- a. Describe how federal, state and local funds will be combined or coordinated to sustain the program.
- b. Include a description of how other outside resources will be leveraged to sustain the program.

5. Evaluation of the Middle School Program

Describe the methodology that will be used to measure increased student engagement and performance for all students, particularly those with the greatest educational needs.

- a. Outline how the district will utilize the Schools to WatchTM self-study and rating rubric to evaluate the program and promote continued improvement.

- b. Include an analysis of student achievement data and progress toward the implementation of the Common Core Learning Standards in English Language Arts/Literacy and Mathematics.

II. College level or Early College Programs

For purposes of this RFP, college level or early college programs are defined as programs that enable students to study college-level material, earn college credits and/or attain a post-secondary degree while still enrolled in high school. Programs offering these opportunities to students include, but are not limited to, Advanced Placement (AP), International Baccalaureate (IB), and College in High School. Research suggests that students who successfully complete college-level courses increase their readiness for college study. Further, the professional development of AP teachers raises the quality of teaching in these classes, further benefiting students.² Research has also found that with the right training collaboration, culture, expectations, and tenacity, districts can greatly expand enrollment of traditionally underserved students.³

Please describe the rigorous programs currently being implemented in your School District, including plans to grow and improve early college or college level programs, especially for students with the greatest educational needs. For purpose of this RFP, students with the greatest educational needs are defined as African American students; Hispanic students; students with disabilities including students who have been declassified in the prior two years; English Language Learners, including students who have been deemed to have achieved proficiency during the previous two years; and economically disadvantaged students, those receiving a free or reduced priced lunch

For the College Level Program that you propose to fund with this grant, your narrative must include the following components:

Needs (5 Points)

- a. Outline the goals of the program and how they connect to past initiatives.
- b. Articulate the specific needs that will be addressed by this program.
- c. Include specific qualitative and quantitative information that supports the goals and the needs to be addressed.

Closing the Achievement Gap (10 points)

Describe in detail how the program activities successfully address students with the greatest educational needs. Include the following:

- a. Supply the number of students enrolled in 2010-2011, 2011-2012, and the projected enrollment for 2012-2013 in one of these programs. Include disaggregated data for each of the student groups with the greatest educational needs.
- b. Detail the increase in the number of students enrolled in the program since its inception. Include disaggregated data for each of the student groups with the greatest educational needs.
- c. Provide data showing students' improved academic achievement through participation in the college level courses through participation in the college level courses. Include disaggregated data for each of the student groups with the greatest educational needs.

² Linda Hargrove, Donn Godin, and Barbara Dodd, 2008, "College Outcomes Comparisons by AP and Non-AP High School Experiences," College Board, http://professionals.collegeboard.com/profdownload/pdf/08-1574_CollegeOutcomes.pdf .

³ Picucci, A., & Sobel, A. (2002). Executive summary: Collaboration, innovation, and tenacity: Exemplary high-enrollment AP Calculus programs for traditionally underserved students. Austin, TX: Charles A. Dana Center.

Project Design (20 points)

1. Academic Program

- a. Show how both past and proposed programs will increase student knowledge, skills and opportunities for all students, particularly for those with the greatest educational needs.
- b. Outline the initiatives the District has enacted and plans to implement in its elementary and middle schools to enhance students' knowledge, skills, and motivations, particularly in reading, writing, mathematics, and science to prepare them to be ready for the transition to high school, as well as for successful participation in advanced coursework in high school.
- c. Describe specifically how this program has and will continue to enhance student achievement and learning, especially for students with the greatest educational needs.
- d. Outline the academic and guidance services the District will offer to provide encouragement, assistance, and academic support to students, especially those with the greatest educational needs, who wish to enroll or have enrolled in college-level course(s).
- e. Describe the research based professional development activities that will be offered to strengthen teachers' content knowledge and pedagogical skills and the specific form of measurement that will be used to determine positive impact on these areas.
- f. Describe how teachers, school administrators, parents, and other stakeholders will have meaningful involvement in the planning and implementation of the program.

2. Alignment

Describe how the College Level Program aligns to the New York State Learning Standards including the newly adopted Common Core Learning Standards in English Language Arts/Literacy and Mathematics.

3. Implementation of the RTTT Initiatives

Explain how implementation of the Common Core Learning Standards, the use of data to inform instruction, and a system of teacher and principal evaluation will support enhanced teaching and learning in the High School, especially in advanced courses.

4. Sustainability Plan

Provide a sustainability plan to maintain the College Level program, in particular how the expansions or enhancements made with the grant funds will be sustained after the funding period ends.

- a. Describe how federal, state and local funds will be combined or coordinated to sustain the program.
- b. Include a description of how other outside resources will be leveraged to sustain the program.

5. Evaluation of the College Level Program

- a. Describe the methodology to be used to measure increased student participation and performance in College level courses, based on:
 - i. Performance on State Assessments,
 - ii. Eligibility for attaining college credit,
 - iii. Four-year graduation rate,

- iv. Available information on post-secondary enrollment, achievement, and persistence,
- v. Other relevant measures of student success.

III. Increased College Admission Rates, Measured by Graduation with Regents Diploma with Advanced Designation

For purposes of this RFP, significantly increased college admission rates will be measured by percentage of students graduating with a Regents Diploma with Advanced Designation. The Regents Diploma with Advanced Designation requires the completion of a more rigorous course of study, including the passage of additional Regents examinations, especially in mathematics and laboratory science. For additional information, please see <http://www.p12.nysed.gov/part100/pages/1005.html#regentsAD> . Students who complete the requirements for the Advanced Regents diploma enhance their ability to perform college-level work successfully. Research on both the national level and in the City University of New York has shown that a strong high school program, including the completion of at least Algebra 2 and three years of laboratory science is the strongest predictor of success in college.⁴

Please describe the program currently being implemented in your School District, including plans to grow and increase the number of students who earn a Regents Diploma with Advanced Designation, especially for those with the greatest educational needs. For purpose of this RFP, students with the greatest educational needs are defined as African American students; Hispanic students; students with disabilities including students who have been declassified in the past two years; English Language Learners, including students who have been deemed to have achieved proficiency during the previous two years; and economically disadvantaged students, those receiving a free or reduced priced lunch.

For the Advanced Regents Diploma Program that you propose to fund with this grant, your narrative must include the following components:

Needs (5 Points)

- a. Outline the goals of the program and how they connect to past initiatives.
- b. Articulate the specific needs addressed by this program.
- c. Include specific qualitative and quantitative information that support the goals and the needs addressed.

Closing the Achievement Gap (10 points)

Describe in detail how the program activities successfully address students with the greatest educational needs. Include the following:

- a. Supply the number of students who received the Advanced Regents Diploma in 2010, in 2011, and are projected to receive it in 2012. Include disaggregated data for each of the student groups with the greatest educational needs.
- b. Detail the increase in the number of students enrolled in the program since its inception. Include disaggregated data for each of the student groups with the greatest educational needs.

⁴ Adelman, C. *The Toolbox Revisited: Paths to Degree Completion From High School Through College*, Washington, D.C.: U.S. Department of Education, 2006, <http://www2.ed.gov/rschstat/research/pubs/toolboxrevisit/toolbox.pdf> , p.36.

New York City Department of Education, Office of School Performance and the City University of New York, Office of Institutional Research and Assessment.

- c. Provide data showing students' improved academic achievement through participation in the advanced high school courses. Include disaggregated data for each of the student groups with the greatest educational needs.

Project Design (20 points)

1. Academic Program
 - a. Show how both past and future programs will increase student knowledge, skills and motivations for all students, particularly those with the greatest educational needs.
 - b. Outline the initiatives the District will implement in its elementary and middle schools to enhance students' knowledge, skills, and motivations, particularly in reading, writing, mathematics, science, and second language, to prepare them to be ready for the transition to high school, as well as for successful participation in advanced coursework in high school.
 - c. Describe specifically how both past and future programs will continue to enhance student achievement and learning, especially for students with the greatest educational needs.
 - d. Outline the academic and guidance services the District will offer to provide encouragement, assistance, and academic support to students, especially those with the greatest educational needs, who wish to enroll or have enrolled in advanced high school course(s).
 - e. Describe the research based professional development activities that will be offered to strengthen teachers' content knowledge and pedagogical skills and the specific form of measurement that will be used to determine positive impact on these areas.
 - f. Describe how teachers, school administrators, parents, and other stakeholders will have meaningful involvement in the planning and implementation of the program.
2. Alignment

Describe how the Advanced Regents Diploma Program aligns to the New York State Learning Standards, including the newly adopted Common Core Learning Standards in English Language Arts/Literacy and Mathematics.
3. Implementation of the RTTT Initiatives

Explain how implementation of the Common Core Learning Standards, the use of data to inform instruction, and a system of teacher and principal evaluation enhances teaching and learning in the High School, especially in advanced courses.
4. Sustainability Plan

Provide a sustainability plan to maintain the Advanced Regents Diploma program, in particular how the expansions or enhancements made with the grant funds will be sustained after the funding period ends.

 - a. Describe how federal, state and local funds will be combined or coordinated to sustain the program.
 - b. Include a description of how other outside resources will be leveraged to sustain the program.
5. Evaluation of the Advanced Regents Diploma Program
 - a. Describe the methodology to be used to measure increased student participation in advanced high school courses and the attainment of the Regents Diploma with Advanced Designation, based on:

- i. Performance on State Assessments
- ii. Course completion rates
- iii. Graduation with the Advanced Regents Diploma
- iv. Other relevant measures of student success.

IV. Career and Technical Education Programs

Career and Technical Education (CTE) programs prepare students to work in the high skill, high wage, and high-demand careers of the 21st Century, “Career and technical education empowers students by providing a range of learning opportunities that serve different learning styles.... For many students, applying academic and technical skills to real-world activities, using computers and other tools, and being able to see how their learning is related to the world of work make CTE classes more interesting and motivating, and more educationally powerful than standard academic classes. A career focus often gives students a sense of direction and motivates them to achieve and to stay in school. . . . Being able to concentrate in CTE in high school results in more young people staying in school because more individually relevant choices are available to them.”⁵

Students who take CTE courses are less likely to drop out, especially students who are most at risk for doing so. A review of the more recent research suggests that taking three CTE courses for every four academic courses will have the greatest impact, cutting the dropout rate for students taking these courses by up to four times more than for those students taking only academic courses. Students who take at least three CTE courses also earn 18 percent, or \$212, more a month than comparable high school graduates after high school. The National Assessment of Vocational Education found that higher proportions of CTE students are moving on to some form of postsecondary education or training.⁶

Please describe the exemplary career and technical education programs currently being implemented in your School District that focuses on successful student outcomes. Please also include your School District’s plans to grow and improve this program, including for those with the greatest educational needs. For purpose of this RFP, students with the greatest educational needs are defined as African American students; Hispanic students; students with disabilities including students who have been declassified in the past two years; English Language Learners, including students who have been deemed to have achieved proficiency during the previous two years; and economically disadvantaged students, those receiving a free or reduced priced lunch.

For the Career and Technical Education Program that you propose to fund with this grant, the narrative must include the following components:

Needs (5 Points)

- a. Outline the goals of the program and how they connect to past initiatives.
- b. Articulate the specific needs that will be addressed by this program.

⁵ Advisory Committee for the National Assessment of Vocational Education, 2003, p. 2

⁶ Michael E. Wonacott, “Dropouts and Career and Technical Education,” in *Myths and Realities*, ERIC Clearinghouse on Adult, Career, Vocational Education (Columbus, OH: Center on Education and Training for Employment, 2002). James Kemple, *Career Academies: Impacts on Labor Market Outcomes & Educational Attainment* (New York: MDRC, 2004). Marsha Silverberg, et al., *National Assessment of Vocational Education: Final Report to Congress* (Washington, D.C.: U.S. Department of Education, Policy and Program Studies Service, June 2004).

- c. Include specific qualitative and quantitative information that supports the goals and the needs to be addressed.

Closing the Achievement Gap (10 points)

Describe in detail how the program activities successfully address students with the greatest educational needs. Describe the success of the program based on the following. Include disaggregated data for each of the student groups with the greatest educational needs:

- a. Regent's examinations
- b. Approved alternatives
- c. Technical assessments
- d. Placement in higher education, employment or the military.⁷
- e. Other relevant measures of student success.

Project Design (20 Points)

1. Academic Program

- a. Provide specific information on how both the past and proposed CTE academic and technical program will be offered.
- b. Outline the articulation agreements that have been or will be constructed to provide students with direct benefit
- c. Detail the work-based learning opportunities for all students that will be provided, especially those with the greatest educational needs.
- d. Demonstrate that this Program will provide technical assessments meeting industry standards, articulation agreements benefiting students, and work-based learning opportunities for all students, especially for those with the greatest educational needs.
- e. Describe the research based professional development activities that will be offered to strengthen teachers' content knowledge and pedagogical skills and the specific form of measurement that will be used to determine positive impact on these areas.
- f. Describe how teachers, school administrators, parents, and other stakeholders will have meaningful involvement in the planning and implementation of the program.

2. Alignment

- a. Outline the alignment of the CTE programs and practices to national standards and to postsecondary education programs.
- b. Demonstrate the alignment to the criteria found on Implementation Guide for Career and Technical Education Program Approval <http://www.p12.nysed.gov/cte/ctepolicy/guide.html> and on the Carl D. Perkins Career and Technical Education program <http://www.p12.nysed.gov/cte/perkins4/>.
- c. Describe how the CTE Program is aligned to the New York State Learning Standards, including those for Career Development and Occupational Studies (CDOS) and the Common Core for English Language Arts/Literacy and Mathematics.

3. Implementation of the RTTT Initiatives

⁷ For more information on components of CTE programs see the *Implementation Guide for Career and Technical Education Program Approval*, please see www.p12.nysed.gov/cte/ctepolicy/guide.html.

Explain how implementation of the Common Core Learning Standards, the use of data to inform instruction, and a system of teacher and principal evaluation will support enhanced teaching and learning in the CTE program.

4. Sustainability Plan

Provide a sustainability plan to maintain the CTE program, in particular how the expansions or enhancements made with the grant funds will be sustained after the funding period ends.

- a. Describe how federal, state and local funds will be combined or coordinated to sustain the program.
- b. Include a description of how other outside resources will be leveraged to sustain the program.

5. Evaluation of the CTE Program

- a. Describe the methodology to be used to measure increased student participation and performance in CTE based on:
 - i. Student achievement data, including performance on technical skill assessments.
 - ii. Attainment of college credit through CTE program participation.
 - iii. Attainment of industry recognized credential or state license.
 - iv. Four-year graduation rate.
 - v. Five-year graduation rate.
 - vi. Other relevant measures of student success.

FS-10 Budget Form and Budget Narrative (20 points)

The applicant must complete **one** FS-10 budget form and a separate budget narrative for the entire program, whether it includes one or more priorities.

The FS-10 budget must have the original signature of the Superintendent. The budget narrative must explain the relationship between the proposed expenditures and project activities and goals. The budget narrative and FS-10 budget will be reviewed and scored. Only budgeted items which are appropriate and consistent with the purposes and goals for the grant program will be funded. If any items that inconsistent with the requirements of this grant proposal are included in the budget, they will be deleted and the budget will be scored accordingly. Funds may not be expended on salary increases or bonuses for staff or capital construction.

Appendix 1: District Enrollment

District Name	Enrollment
Addison Central School District	1,166
Adirondack Central School District	1,340
Afton Central School District	858
Akron Central School District	1,566
Albany City School District	10,543
Albion Central School District	2,118
Alden Central School District	1,814
Alexander Central School District	888
Alexandria Central School District	652
Alfred-Almond Central School District	623
Allegany-Limestone Central School District	1,274
Altmar Parish-Williamstown Central School District	1,342
Amagansett Union Free School District	102
Amherst Central School District	2,941
Amityville Union Free School District	2,887
Amsterdam City School District	3,729
Andes Central School District	101
Andover Central School District	374
Ardsley Union Free School District	2,046
Argyle Central School District	611
Arkport Central School District	567
Arlington Central School District	9,851
Attica Central School District	1,543
Auburn City School District	4,433
Ausable Valley Central School District	1,223
Averill Park Central School District	3,346
Avoca Central School District	521
Avon Central School District	1,007
Babylon Union Free School District	1,817
Bainbridge-Guilford Central School District	849
Baldwin Union Free School District	5,258
Baldwinsville Central School District	5,768
Ballston Spa Central School District	4,198
Barker Central School District	951
Batavia City School District	2,385
Bath Central School District	1,647
Bay Shore Union Free School District	5,893
Bayport-Blue Point Union Free School District	2,522
Beacon City School District	3,357
Beaver River Central School District	910

Bedford Central School District	4,380
Beekmantown Central School District	1,968
Belfast Central School District	352
Belleville Henderson Central School District	487
Bellmore Union Free School District	1,144
Bellmore-Merrick Central High School District	6,057
Bemus Point Central School District	753
Berlin Central School District	855
Berne-Knox-Westerlo Central School District	947
Bethlehem Central School District	5,000
Bethpage Union Free School District	3,040
Binghamton City School District	5,787
Blind Brook-Rye Union Free School District	1,526
Bolivar-Richburg Central School District	851
Bolton Central School District	227
Bradford Central School District	304
Brasher Falls Central School District	1,053
Brentwood Union Free School District	17,227
Brewster Central School District	3,437
Briarcliff Manor Union Free School District	1,638
Bridgehampton Union Free School District	144
Brighton Central School District	3,577
Broadalbin-Perth Central School District	1,823
Brockport Central School District	3,894
Brocton Central School District	622
Bronxville Union Free School District	1,544
Brookfield Central School District	250
Brookhaven-Comsewogue Union Free School District	3,928
Brunswick Central School District (Brittonkill)	1,316
Brushton-Moira Central School District	822
Buffalo City School District	37,468
Burnt Hills-Ballston Lake Central School District	3,324
Byram Hills Central School District	2,723
Byron-Bergen Central School District	1,058
Cairo-Durham Central School District	1,450
Caledonia-Mumford Central School District	919
Cambridge Central School District	919
Camden Central School District	2,327
Campbell-Savona Central School District	957
Canajoharie Central School District	1,018
Canandaigua City School District	3,874
Canaseraga Central School District	277
Canastota Central School District	1,594

Candor Central School District	823
Canisteo-Greenwood Csd	935
Canton Central School District	1,278
Carle Place Union Free School District	1,424
Carmel Central School District	4,644
Carthage Central School District	3,491
Cassadaga Valley Central School District	1,120
Cato-Meridian Central School District	1,007
Catskill Central School District	1,691
Cattaraugus-Little Valley Central School District	1,025
Cazenovia Central School District	1,667
Center Moriches Union Free School District	1,618
Central Islip Union Free School District	6,528
Central Square Central School District	4,457
Chappaqua Central School District	4,122
Charlotte Valley Central School District	393
Chateaugay Central School District	545
Chatham Central School District	1,269
Chautauqua Lake Central School District	793
Chazy Union Free School District	498
Cheektowaga Central School District	2,251
Cheektowaga-Maryvale Union Free School District	2,165
Cheektowaga-Sloan Union Free School District	1,529
Chenango Forks Central School District	1,641
Chenango Valley Central School District	1,773
Cherry Valley-Springfield Central School District	554
Chester Union Free School District	1,088
Chittenango Central School District	2,246
Churchville-Chili Central School District	4,194
Cincinnatus Central School District	614
Clarence Central School District	5,049
Clarkstown Central School District	9,103
Cleveland Hill Union Free School District	1,429
Clifton-Fine Central School District	333
Clinton Central School District	1,414
Clyde-Savannah Central School District	867
Clymer Central School District	453
Cobleskill-Richmondville Central School District	1,982
Cohoes City School District	2,033
Cold Spring Harbor Central School District	2,005
Colton-Pierrepont Central School District	317
Commack Union Free School District	7,564
Connetquot Central School District	6,792

Cooperstown Central School District	969
Copenhagen Central School District	486
Copiague Union Free School District	4,894
Corinth Central School District	1,236
Corning City School District	5,360
Cornwall Central School District	3,504
Cortland City School District	2,762
Coxsackie-Athens Central School District	1,537
Croton-Harmon Union Free School District	1,738
Crown Point Central School District	253
Cuba-Rushford Central School District	943
Dalton-Nunda Central School District (Keshequa)	803
Dansville Central School District	1,667
Deer Park Union Free School District	4,274
Delhi Central School District	778
Depew Union Free School District	2,082
Deposit Central School District	586
Deruyter Central School District	425
Dobbs Ferry Union Free School District	1,451
Dolgeville Central School District	889
Dover Union Free School District	1,574
Downsville Central School District	288
Dryden Central School District	1,802
Duanesburg Central School District	896
Dundee Central School District	824
Dunkirk City School District	2,032
East Aurora Union Free School District	1,952
East Bloomfield Central School District	1,032
East Greenbush Central School District	4,375
East Hampton Union Free School District	1,866
East Irondequoit Central School District	3,139
East Islip Union Free School District	4,650
East Meadow Union Free School District	7,437
East Moriches Union Free School District	747
East Quogue Union Free School District	407
East Ramapo Central School District (Spring Valley)	8,295
East Rochester Union Free School District	1,172
East Rockaway Union Free School District	1,297
East Syracuse-Minoa Central School District	3,355
East Williston Union Free School District	1,812
Eastchester Union Free School District	3,085
Eastport-South Manor Csd	3,905
Eden Central School District	1,634

Edgemont Union Free School District	1,928
Edinburg Common School District	65
Edmeston Central School District	471
Edwards-Knox Central School District	593
Elba Central School District	480
Eldred Central School District	665
Elizabethtown-Lewis Central School District	313
Ellenville Central School District	1,770
Ellicottville Central School District	567
Elmira City School District	6,924
Elmira Heights Central School District	1,071
Elmont Union Free School District	3,763
Elmsford Union Free School District	952
Elwood Union Free School District	2,657
Evans-Brant Central School District (Lake Shore)	2,721
Fabius-Pompey Central School District	809
Fairport Central School District	6,670
Falconer Central School District	1,223
Fallsburg Central School District	1,375
Farmingdale Union Free School District	6,165
Fayetteville-Manlius Central School District	4,534
Fillmore Central School District	692
Fire Island Union Free School District	16
Fishers Island Union Free School District	72
Floral Park-Bellerose Union Free School District	1,487
Florida Union Free School District	860
Fonda-Fultonville Central School District	1,426
Forestville Central School District	573
Fort Ann Central School District	531
Fort Edward Union Free School District	511
Fort Plain Central School District	852
Frankfort-Schuyler Central School District	1,198
Franklin Central School District	270
Franklin Square Union Free School District	1,912
Franklinville Central School District	740
Fredonia Central School District	1,530
Freeport Union Free School District	6,395
Frewsburg Central School District	864
Friendship Central School District	394
Frontier Central School District	5,158
Fulton City School District	3,738
Galway Central School District	1,103
Gananda Central School District	1,121

Garden City Union Free School District	4,101
Garrison Union Free School District	261
Gates-Chili Central School District	4,545
General Brown Central School District	1,517
Genesee Valley Central School District At Angelica-Belmont	632
Geneseo Central School District	906
Geneva City School District	2,329
Georgetown-South Otselic Central School District	400
Germantown Central School District	594
Gilbertsville-Mount Upton Central School District	439
Gilboa-Conesville Central School District	378
Glen Cove City School District	3,076
Glens Falls City School District	2,241
Glens Falls Common School District	193
Gloversville City School District	3,087
Gorham-Middlesex Central School District (Marcus Whitman)	1,295
Goshen Central School District	3,003
Gouverneur Central School District	1,659
Gowanda Central School District	1,361
Grand Island Central School District	3,083
Granville Central School District	1,342
Great Neck Union Free School District	6,358
Greece Central School District	11,966
Green Island Union Free School District	315
Greenburgh Central School District	1,647
Greene Central School District	1,165
Greenport Union Free School District	637
Greenville Central School District	1,261
Greenwich Central School District	1,083
Greenwood Lake Union Free School District	568
Groton Central School District	964
Guilderland Central School District	5,281
Hadley-Luzerne Central School District	888
Haldane Central School District	896
Half Hollow Hills Central School District	9,937
Hamburg Central School District	3,796
Hamilton Central School District	579
Hammond Central School District	312
Hammondsport Central School District	508
Hampton Bays Union Free School District	1,956
Hancock Central School District	392
Hannibal Central School District	1,532
Harborfields Central School District	3,663

Harpursville Central School District	893
Harrison Central School District	3,553
Harrisville Central School District	405
Hartford Central School District	495
Hastings-On-Hudson Union Free School District	1,620
Hauppauge Union Free School District	4,054
Haverstraw-Stony Point Csd (North Rockland)	8,052
Hempstead Union Free School District	6,961
Hendrick Hudson Central School District	2,647
Herkimer Central School District	1,232
Hermon-Dekalb Central School District	384
Herricks Union Free School District	4,041
Heuvelton Central School District	565
Hewlett-Woodmere Union Free School District	2,921
Hicksville Union Free School District	5,416
Highland Central School District	1,880
Highland Falls Central School District	1,057
Hilton Central School District	4,400
Hinsdale Central School District	427
Holland Central School District	983
Holland Patent Central School District	1,597
Holley Central School District	1,191
Homer Central School District	2,182
Honeoye Central School District	757
Honeoye Falls-Lima Central School District	2,496
Hoosic Valley Central School District	1,139
Hoosick Falls Central School District	1,204
Hornell City School District	1,821
Horseheads Central School District	4,264
Hudson City School District	1,912
Hudson Falls Central School District	2,295
Hunter-Tannersville Central School District	416
Huntington Union Free School District	4,527
Hyde Park Central School District	4,124
Ilion Central School District	1,590
Indian Lake Central School District	150
Indian River Central School District	4,058
Iroquois Central School District	2,579
Irvington Union Free School District	1,812
Island Park Union Free School District	693
Island Trees Union Free School District	2,576
Islip Union Free School District	3,326
Ithaca City School District	5,246

Jamestown City School District	5,022
Jamesville-Dewitt Central School District	2,894
Jasper-Troupsburg Central School District	579
Jefferson Central School District	291
Jericho Union Free School District	3,001
Johnsburg Central School District	354
Johnson City Central School District	2,619
Johnstown City School District	1,861
Jordan-Elbridge Central School District	1,474
Katonah-Lewisboro Union Free School District	3,784
Keene Central School District	162
Kendall Central School District	842
Kenmore-Tonawanda Union Free School District	9,569
Kinderhook Central School District	1,995
Kings Park Central School District	3,959
Kingston City School District	6,932
Kiryas Joel Village Union Free School District	133
La Fargeville Central School District	591
Lackawanna City School District	875
Lafayette Central School District	2,568
Lake George Central School District	974
Lake Placid Central School District	729
Lake Pleasant Central School District	89
Lakeland Central School District	6,357
Lancaster Central School District	6,161
Lansing Central School District	1,187
Lansingburgh Central School District	2,408
Laurens Central School District	351
Lawrence Union Free School District	3,022
Le Roy Central School District	1,272
Letchworth Central School District	987
Levittown Union Free School District	7,599
Lewiston-Porter Central School District	2,274
Liberty Central School District	1,534
Lindenhurst Union Free School District	6,841
Lisbon Central School District	584
Little Falls City School District	1,189
Liverpool Central School District	7,468
Livingston Manor Central School District	534
Livonia Central School District	1,818
Lockport City School District	5,106
Locust Valley Central School District	2,185
Long Beach City School District	3,829

Long Lake Central School District	58
Longwood Central School District	9,285
Lowville Academy & Central School District	1,442
Lyme Central School District	340
Lynbrook Union Free School District	2,918
Lyncourt Union Free School District	314
Lyndonville Central School District	680
Lyons Central School District	920
Madison Central School District	464
Madrid-Waddington Central School District	726
Mahopac Central School District	4,995
Maine-Endwell Central School District	2,632
Malone Central School District	2,352
Malverne Union Free School District	1,791
Mamaroneck Union Free School District	5,082
Manchester-Shortsville Central School District (Red Jacket)	873
Manhasset Union Free School District	3,183
Marathon Central School District	787
Marcellus Central School District	1,968
Margaretville Central School District	417
Marion Central School District	897
Marlboro Central School District	2,086
Massapequa Union Free School District	8,045
Massena Central School District	2,797
Mattituck-Cutchogue Union Free School District	1,500
Mayfield Central School District	979
Mcgraw Central School District	568
Mechanicville City School District	1,402
Medina Central School District	1,829
Menands Union Free School District	246
Merrick Union Free School District	1,677
Mexico Central School District	2,258
Middle Country Central School District	10,428
Middleburgh Central School District	853
Middletown City School District	7,038
Milford Central School District	424
Millbrook Central School District	1,191
Miller Place Union Free School District	3,052
Mineola Union Free School District	2,670
Minerva Central School District	128
Minisink Valley Central School District	4,543
Mohawk Central School District	823
Monroe-Woodbury Central School District	7,521

Montauk Union Free School District	283
Monticello Central School District	3,349
Moravia Central School District	993
Moriah Central School District	738
Morris Central School District	438
Morristown Central School District	379
Morrisville-Eaton Central School District	761
Mount Markham Central School District	1,242
Mount Morris Central School District	512
Mount Pleasant Central School District	2,027
Mount Sinai Union Free School District	2,584
Mount Vernon School District	8,595
Nanuet Union Free School District	2,345
Naples Central School District	832
New Hartford Central School District	2,665
New Hyde Park-Garden City Park Union Free School District	1,610
New Lebanon Central School District	477
New Paltz Central School District	2,258
New Rochelle City School District	10,732
New York City Geographic District # 1	11,935
New York City Geographic District # 2	59,844
New York City Geographic District # 3	22,087
New York City Geographic District # 4	13,831
New York City Geographic District # 5	12,833
New York City Geographic District # 6	24,961
New York City Geographic District # 7	19,187
New York City Geographic District # 8	30,515
New York City Geographic District # 9	34,112
New York City Geographic District #10	55,680
New York City Geographic District #11	37,962
New York City Geographic District #12	22,587
New York City Geographic District #13	22,114
New York City Geographic District #14	19,714
New York City Geographic District #15	25,451
New York City Geographic District #16	9,907
New York City Geographic District #17	26,188
New York City Geographic District #18	18,010
New York City Geographic District #19	24,825
New York City Geographic District #20	43,126
New York City Geographic District #21	33,241
New York City Geographic District #22	35,449
New York City Geographic District #23	11,481
New York City Geographic District #24	52,262

New York City Geographic District #25	32,938
New York City Geographic District #26	31,365
New York City Geographic District #27	44,937
New York City Geographic District #28	36,573
New York City Geographic District #29	26,763
New York City Geographic District #30	38,651
New York City Geographic District #31	57,946
New York City Geographic District #32	14,994
New York Mills Union Free School District	593
Newark Central School District	2,209
Newark Valley Central School District	1,264
Newburgh City School District	11,384
Newcomb Central School District	85
Newfane Central School District	1,917
Newfield Central School District	861
Niagara Falls City School District	7,027
Niagara-Wheatfield Central School District	4,365
Niskayuna Central School District	4,184
North Babylon Union Free School District	4,975
North Bellmore Union Free School District	2,104
North Collins Central School District	625
North Colonie Csd	5,531
North Merrick Union Free School District	1,313
North Rose-Wolcott Central School District	1,416
North Salem Central School District	1,334
North Shore Central School District	2,870
North Syracuse Central School District	9,458
North Tonawanda City School District	3,900
North Warren Central School District	532
Northeast Central School District	787
Northeastern Clinton Central School District	1,382
Northern Adirondack Central School District	957
Northport-East Northport Union Free School District	6,419
Northville Central School District	480
Norwich City School District	2,089
Norwood-Norfolk Central School District	973
Nyack Union Free School District	2,995
Nyc Special Schools - District 75	21,741
Oakfield-Alabama Central School District	905
Oceanside Union Free School District	5,985
Odessa-Montour Central School District	803
Ogdensburg City School District	1,703
Olean City School District	2,344

Oneida City School District	2,399
Oneonta City School District	1,858
Onondaga Central School District	941
Onteora Central School District	1,576
Oppenheim-Ephratah Central School District	348
Orchard Park Central School District	5,216
Oriskany Central School District	695
Ossining Union Free School District	4,272
Oswego City School District	4,167
Otego-Unadilla Central School District	1,060
Owego-Apalachin Central School District	2,178
Oxford Academy And Central School District	817
Oyster Bay-East Norwich Central School District	1,616
Oysterponds Union Free School District	85
Palmyra-Macedon Central School District	2,029
Panama Central School District	580
Parishville-Hopkinton Central School District	485
Patchogue-Medford Union Free School District	8,288
Pavilion Central School District	809
Pawling Central School District	1,369
Pearl River Union Free School District	2,697
Peekskill City School District	2,845
Pelham Union Free School District	2,814
Pembroke Central School District	997
Penfield Central School District	4,620
Penn Yan Central School District	1,699
Perry Central School District	919
Peru Central School District	2,079
Phelps-Clifton Springs Central School District	1,817
Phoenix Central School District	2,096
Pine Bush Central School District	5,823
Pine Plains Central School District	1,122
Pine Valley Central School District (South Dayton)	668
Pittsford Central School District	6,005
Plainedge Union Free School District	3,391
Plainview-Old Bethpage Central School District	4,998
Plattsburgh City School District	1,854
Pleasantville Union Free School District	1,808
Pocantico Hills Central School District	282
Poland Central School District	645
Port Byron Central School District	1,027
Port Chester-Rye Union Free School District	4,214
Port Jefferson Union Free School District	1,225

Port Jervis City School District	3,061
Port Washington Union Free School District	5,040
Portville Central School District	901
Potsdam Central School District	1,379
Poughkeepsie City School District	4,559
Prattsburgh Central School District	420
Pulaski Central School District	1,118
Putnam Central School District	41
Putnam Valley Central School District	1,839
Queensbury Union Free School District	3,664
Quogue Union Free School District	111
Ramapo Central School District (Suffern)	4,853
Randolph Central School District	940
Ravena-Coeymans-Selkirk Central School District	2,012
Red Creek Central School District	914
Red Hook Central School District	2,197
Remsen Central School District	467
Remsenburg-Speonk Union Free School District	180
Rensselaer City School District	1,026
Rhinebeck Central School District	1,176
Richfield Springs Central School District	540
Ripley Central School District	332
Riverhead Central School District	5,231
Rochester City School District	33,557
Rockville Centre Union Free School District	3,563
Rocky Point Union Free School District	3,440
Rome City School District	5,365
Romulus Central School District	451
Rondout Valley Central School District	2,229
Roosevelt Union Free School District	3,503
Roscoe Central School District	240
Roslyn Union Free School District	3,341
Rotterdam-Mohonasen Central School District	3,031
Roxbury Central School District	346
Royalton-Hartland Central School District	1,482
Rush-Henrietta Central School District	5,513
Rye City School District	3,188
Rye Neck Union Free School District	1,497
Sachem Central School District	14,725
Sackets Harbor Central School District	468
Sag Harbor Union Free School District	959
Saint Johnsville Central School District	454
Saint Regis Falls Central School District	301

Salamanca City School District	1,329
Salem Central School District	576
Salmon River Central School District	1,524
Sandy Creek Central School District	887
Saranac Central School District	1,609
Saranac Lake Central School District	1,374
Saratoga Springs City School District	6,877
Saugerties Central School District	3,007
Sauquoit Valley Central School District	1,091
Sayville Union Free School District	3,323
Scarsdale Union Free School District	4,782
Schalmont Central School District	1,961
Schenectady City School District	9,773
Schenevus Central School District	360
Schodack Central School District	1,057
Schoharie Central School District	906
Schroon Lake Central School District	242
Schuylerville Central School District	1,807
Scio Central School District	412
Scotia-Glenville Central School District	2,669
Seaford Union Free School District	2,610
Seneca Falls Central School District	1,318
Sewanhaka Central High School District	8,601
Sharon Springs Central School District	325
Shelter Island Union Free School District	250
Shenendehowa Central School District	9,867
Sherburne-Earlville Central School District	1,434
Sherman Central School District	460
Sherrill City School District	2,038
Shoreham-Wading River Central School District	2,683
Sidney Central School District	1,109
Silver Creek Central School District	1,065
Skaneateles Central School District	1,622
Smithtown Central School District	10,881
Sodus Central School District	1,190
Solvay Union Free School District	1,507
Somers Central School District	3,469
South Colonie Central School District	5,199
South Country Central School District	4,571
South Glens Falls Central School District	3,237
South Huntington Union Free School District	6,048
South Jefferson Central School District	1,914
South Kortright Central School District	380

South Lewis Central School District	1,091
South Orangetown Central School District	3,498
South Seneca Central School District	816
Southampton Union Free School District	1,530
Southern Cayuga Central School District	751
Southold Union Free School District	911
Southwestern Central School District At Jamestown	1,415
Spackenkill Union Free School District	1,624
Spencerport Central School District	3,950
Spencer-Van Etten Central School District	980
Springs Union Free School District	643
Springville-Griffith Institute Central School District	2,087
Stamford Central School District	385
Starpoint Central School District	2,819
Stillwater Central School District	1,241
Stockbridge Valley Central School District	502
Sullivan West Central School District	1,302
Susquehanna Valley Central School District	1,735
Sweet Home Central School District	3,469
Syosset Central School District	6,621
Syracuse City School District	21,500
Taconic Hills Central School District	1,523
Thousand Islands Central School District	1,100
Three Village Central School District	7,440
Ticonderoga Central School District	873
Tioga Central School District	1,045
Tonawanda City School District	1,882
Town Of Webb Union Free School District	293
Tri-Valley Central School District	1,139
Troy City School District	4,375
Trumansburg Central School District	1,187
Tuckahoe Common School District	343
Tuckahoe Union Free School District	1,074
Tully Central School District	1,057
Tupper Lake Central School District	853
Tuxedo Union Free School District	640
Unadilla Valley Central School District	880
Union Free School District Of The Tarrytowns	2,688
Union Springs Central School District	893
Uniondale Union Free School District	6,466
Union-Endicott Central School District	4,142
Utica City School District	9,671
Valhalla Union Free School District	1,591

Valley Central School District (Montgomery)	4,878
Valley Stream 13 Union Free School District	2,135
Valley Stream 24 Union Free School District	1,067
Valley Stream 30 Union Free School District	1,444
Valley Stream Central High School District	4,748
Van Hornesville-Owen D Young Central School District	219
Vestal Central School District	3,802
Victor Central School District	4,217
Voorheesville Central School District	1,219
Wallkill Central School District	3,469
Walton Central School District	1,024
Wantagh Union Free School District	3,522
Wappingers Central School District	12,399
Warrensburg Central School District	860
Warsaw Central School District	1,001
Warwick Valley Central School District	4,283
Washingtonville Central School District	4,498
Waterford-Halfmoon Union Free School District	867
Waterloo Central School District	1,796
Watertown City School District	4,339
Waterville Central School District	873
Watervliet City School District	1,427
Watkins Glen Central School District	1,198
Waverly Central School District	1,673
Wayland-Cohocton Central School District	1,494
Wayne Central School District	2,463
Webster Central School District	8,863
Weedsport Central School District	883
Wells Central School District	171
Wellsville Central School District	1,345
West Babylon Union Free School District	4,419
West Canada Valley Central School District	754
West Genesee Central School District	5,015
West Hempstead Union Free School District	2,292
West Irondequoit Central School District	3,738
West Islip Union Free School District	5,355
West Seneca Central School District	7,046
West Valley Central School District	332
Westbury Union Free School District	4,323
Westfield Central School District	760
Westhampton Beach Union Free School District	1,830
Westhill Central School District	1,882
Westmoreland Central School District	1,013

Westport Central School District	251
Wheatland-Chili Central School District	726
Wheelerville Union Free School District	129
White Plains City School District	7,011
Whitehall Central School District	762
Whitesboro Central School District	3,521
Whitesville Central School District	291
Whitney Point Central School District	1,486
William Floyd Union Free School District	9,345
Williamson Central School District	1,158
Williamsville Central School District	10,455
Willsboro Central School District	303
Wilson Central School District	1,339
Windham-Ashland-Jewett Central School District	407
Windsor Central School District	1,883
Worcester Central School District	407
Wyandanch Union Free School District	2,076
Wynantskill Union Free School District	328
Wyoming Central School District	170
Yonkers City School District	24,784
York Central School District	816
Yorkshire-Pioneer Central School District	2,483
Yorktown Central School District	3,822

Appendix 2: Computing the School District Performance Gain Index

Districts are assigned a Gain Index based on points earned for improvement in performance of all students between the current year and the previous year on certain No Child Left Behind accountability data as reported in the Student Information Repository System. (See Understanding Accountability in New York State at <http://www.p12.nysed.gov/irs/accountability/> for detailed descriptions of how the academic measures used in the Gain Index are computed.)

I. Calculation of Performance Point(s) Based on the Performance of All Students in the District

A. Academic Measures

The measures used to determine if a district has made a gain or loss in performance between the current and previous school year are:

- 1) Grades 3-8 English Language Arts (ELA) Performance Index (PI)
- 2) Grades 3-8 Math Performance Index (PI)
- 3) Grades 4 & 8 Science Performance Index (PI)
- 4) Four Year High School Cohort Graduation Rate (PI)

B. Data for 2010-11 Gain Index

The data used to determine Performance Indices and graduation rates for the Gain Index in 2010-11 are:

- 1) Grades 3-8 ELA 2010-11 results and 2009-10 results using cut scores set to college ready proficiency standards (see http://www.oms.nysed.gov/press/Grade3-8_Results07282010.html)
- 2) Grades 3-8 Math 2010-11 results and 2009-10 results with cuts scores set to college ready proficiency standards (see http://www.oms.nysed.gov/press/Grade3-8_Results07282010.html)
- 3) Grades 4 & 8 Science 2010-11 results and 2009-10 results
- 4) 2005 and 2006 Four Year High School Accountability Cohort Graduation Rates

C. Weighting

When calculating a Gain Index, the results for the above measures are **weighted**:

- 1) Grades 3-8 ELA = 30%
- 2) Grades 3-8 Math = 30%
- 3) Grades 4 & 8 Science = 10%
- 4) Four Year High School Cohort Graduation Rate = 30%

Note: For districts with Grade 3-8 ELA , math and science results only, the weightings are 40% Grade 3-8 ELA, 40% Grade 3-8 Math, and 20% Grades 4 & 8 Science. For districts with High School results only, Graduation Rate is weighted 100%.

D. Calculation of All Students Gain/Loss Point(s)

In 2010-11, the district gain/loss point(s) for all students are calculated by:

- 1) For each measure (ELA, math, science, and graduation rate), subtracting the 2009-10 PI (or 2005 cohort grad rate) from the 2010-11 PI (or 2006 cohort grad rate) to get the PI gain or loss (e.g., 185 (2011 PI) – 180 (2010 PI) = 5);
- 2) Multiplying the result by the appropriate weighting percentage (e.g., $5 \times 30\% = 1.5$ for ELA);
- 3) Summing the resulting weighted gains and/or losses for each measure (e.g., 1.5 (ELA) + 0.6 (Math) + 1.0 (Science) + 0.9 (Grad Rate) = 4.0);
- 4) Multiplying the resulting sum by 8 (e.g., $4.0 \times 8 = 32.0$); and
- 5) Adding 10 points to this result for a maximum of 50 points (e.g., $32.0 + 10 = 42$ point district gain).

Districts with resulting calculated points for all students that are less than 0 are awarded 0 points for the all students part of the Gain Index calculation.

Sample:

$$\text{ELA} = 185 \text{ (2011PI)} - 180 \text{ (2010PI)} = 5; 5 \times 30\% \text{ (weight)} = 1.5 \text{ (gain/loss)}$$

$$\text{Math} = 175 \text{ (2011PI)} - 173 \text{ (2010PI)} = 2; 2 \times 30\% \text{ (weight)} = 0.6 \text{ (gain/loss)}$$

$$\text{Science} = 193 \text{ (2011PI)} - 183 \text{ (2010PI)} = 10; 10 \times 10\% \text{ (weight)} = 1.0 \text{ (gain/loss)}$$

$$\text{Grad Rate} = 75 \text{ (2011PI)} - 72 \text{ (2010PI)} = 3; 3 \times 30\% \text{ (weight)} = 0.9 \text{ (gain/loss)}$$

$$\text{Total District Gain/Loss} = 4.0$$

$$\text{Sample Performance Points for All Students} = (4.0 \times 8) + 10 = 42$$

Appendix 3: District Need Bonus Points

Districts are awarded up to 10 points based on the percentage of free and reduced-price lunch students they serve as reported in the Basic Educational Data System (BEDS).

Calculation of Point(s) for Free and Reduced-Price Lunch (FRPL) Enrollment

Points are awarded to a district for free and reduced-price lunch enrollment using the following calculation:

- a) Districts are determined by the State to be high, average, or low need based on the ratio of the estimated poverty percentage to the Combined Wealth Ratio (e.g., high-need urban suburban, average-need, etc.);
- b) The percent of students receiving free and reduced-priced lunch in high- and average-need districts is calculated by dividing the number of Full-Kindergarten through Grade 12 (including ungraded elementary, middle, and secondary) students receiving FRPL in the district by the number of Full-Kindergarten through Grade 12 (including ungraded elementary, middle, and secondary) students in the district; and
- c) The percent FRPL is multiplied by 0.10 for all districts except those in the low-need district category, which receive no points for percent FRPL enrollment.

Sample:

$$(40 \text{ FRPL} \div 100 \text{ FK-12 enroll}) \times 100 = 40\% \text{ FRPL}$$

$$40 \times 0.1 = 4 \text{ points}$$

Sample FRPL Points = 4

Appendix 4: Where to Access Data

Data Element	Source
Grades 3-8 ELA PI's for 2009-10	http://www.p12.nysed.gov/irs/accountability/ See "2009-10 District Performance Indices for Determining District Gains"
Grades 3-8 Math PI's for 2009-10	http://www.p12.nysed.gov/irs/accountability/ See "2009-10 District Performance Indices for Determining District Gains"
Grades 4 & 8 Science PI's for 2009-10	Accountability section of the 2009-10 <i>Accountability and Overview Report</i> part of the New York State Report Cards, available at www.reportcards.nysed.gov
2005 Four Year High School Graduation Rate	Accountability section of the 2009-10 <i>Accountability and Overview Report</i> part of the New York State Report Cards, available at www.reportcards.nysed.gov
Grades 3-8 ELA PI's for 2010-11	Accountability section of the 2010-11 <i>Preview Accountability and Overview Report</i> currently available on www.nySTART.gov and the 2010-11 <i>Accountability and Overview Report</i> part of the New York State Report Cards, which will be available at www.reportcards.nysed.gov
Grades 3-8 Math PI's for 2010-11	Accountability section of the 2010-11 <i>Preview Accountability and Overview Report</i> currently available on www.nySTART.gov and the 2010-11 <i>Accountability and Overview Report</i> part of the New York State Report Cards, which will be available at www.reportcards.nysed.gov
Grades 4 & 8 Science PI's for 2010-11	Accountability section of the 2010-11 <i>Preview Accountability and Overview Report</i> currently available on www.nySTART.gov and the 2010-11 <i>Accountability and Overview Report</i> part of the New York State Report Cards, which will be available at www.reportcards.nysed.gov
2006 Four Year High School Graduation Rate	Accountability section of the 2010-11 <i>Preview Accountability and Overview Report</i> currently available on www.nySTART.gov and the 2010-11 <i>Accountability and Overview Report</i> part of the New York State Report Cards, which will be available at www.reportcards.nysed.gov
Percent Free and Reduced Price Lunch	2010-11 BEDS Enrollment Verification Reports currently available in the Level 2 Reporting (L2RPT) environment and the Profile section of the 2010-11 <i>Accountability and Overview Report</i> part of the New York State Report Cards, which will be available at www.reportcards.nysed.gov

STATEMENT OF ASSURANCES

On behalf of the applicant agency, I hereby apply for a grant of State funds to provide educational activities and services as set forth in this application.

FURTHER: I hereby certify that the information contained in this application is correct and in total compliance with appropriate State laws and regulations.

I hereby certify that the requested budget amounts shown in the corresponding proposed budget for the operation of a state aided project (FS-10) are necessary and appropriate to the implementation of this project and do not supplant funds otherwise available.

I hereby certify that this agency agrees to comply with the following civil rights authorities, their implementing regulations and appropriate federal and State guidelines: Title IV of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

I hereby certify that this agency agrees to comply with the Grantee Requirements set forth in this request for proposal.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized

to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which

prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

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

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

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

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State. subcontractor and a list of all manufacturing plants to be utilized by the bidder. **(November 2010)**

Appendix A-1G

General

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.nysed.gov/cafe/>.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
- D. Variations in each budget category in Appendix B which exceed ten percent (10%) of such category must receive the approval of the Commissioner of Education and the Office of the State Comptroller.
- E. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.

- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.