

2013 Community Schools Grant Initiative (CSGI)

Request for Proposals (RFP) # GC13-021

1: Overview

Purpose of Grant Program

Pursuant to Education Law § 3641 subdivision 6-a, the Commissioner of the State Education Department (SED) is authorized to award competitive grants “to eligible school districts for plans that target school buildings as ‘community hubs to deliver co-located or school-linked academic, health, mental health, nutrition, counseling, legal and/or other services to students and their families in a manner that will lead to improved educational and other outcomes.’”

These “Community Schools” are public schools that emphasize family engagement and are characterized by strong partnerships and additional supports for students and families designed to counter environmental factors that impede student achievement. Fundamentally, Community Schools coordinate and maximize public, non-profit and private resources to deliver critical services to students and their families, thereby increasing student achievement and generating other positive outcomes.

Grant Term

Grants will be for a term of three years, anticipated to begin on or before December 1, 2013, and to end June 30, 2016. Within this term there will be three program periods: December 1, 2013 through June 30, 2014; July 1, 2014 through June 30, 2015; and July 1, 2015 through June 30, 2016.

Eligibility Requirements

Community School grants will be awarded through a competitive Request for Proposals process. Eligibility is as follows:

Public School Districts

Demonstration of Need: Any public school district may apply as long as the school district is 1) a high-need school district, or 2) an average-need school district with a minimum Extraordinary Needs percentage of 50% as most recently calculated by the State Education Department. A list of high- and average-need school districts is available on the State Education Department website at this link: <http://www.p12.nysed.gov/irs/accountability/2011-12/NeedResourceCapacityIndex.pdf>. Extraordinary Needs percentage data can be found at the following link: <http://www.p12.nysed.gov/funding/2013-community-schools-grant-initiative/districts-and-extraordinary-needs.html>

- **Scope of Application:** A school district may apply to support all or some of the schools in the district. If a portion of schools within the district will be receiving supports, then those schools must be identified in the grant application narrative.
- **Consortium of Public School Districts:** A consortium of school districts may apply as long as all school districts in the consortium are 1) high-need school districts, or 2) average-need school districts with a minimum Extraordinary Needs percentage of 50%. Consortium applicants must comply with NYSED’s Consortium Policy for State and Federal Discretionary Grant Programs found in section 5 of this RFP.
- **Ineligibility:** BOCES and public charter schools are not eligible for grants under this initiative.

Additional Eligibility Options in New York City

- **Non-Profit Organizations:** As provided by law, in New York City only, non-profit organizations (including non-profit community-based organizations) that collaborate with the school district may apply on behalf of the New York City school district with approval of the Chancellor of the school district. Non-profit applicants must submit with their applications a letter of support signed by the Chancellor. Applications with nonprofit leads must comply with NYSED’s Requirements for Nonprofit-Led Applications found in section 5, Additional Grant Requirements.

Funding

Up to \$15 million from the State FY2013-14 Enacted Budget will be available for grant awards supporting the Community Schools initiative. Each eligible applicant may apply for a maximum allocation of \$500,000 per Community School site (with only one Community School site per application) to be distributed over 3 years. Awards will be made subject to the availability of funds and approval by the Commissioner. Pursuant to Education Law § 3641 subdivision 6-a, no single school district may receive more than forty percent (40%) of the \$15 million available funding for this initiative. For purposes of this forty percent limitation, SED will consider the funding received by the New York City School District to consist of both any funding received by such district as an applicant and any funding received by non-profit organizations applying on behalf of such district.

Letter of Intent (LOI)

Applicants are requested to submit a Letter of Intent (LOI) designating the specific participating school sites in which services will be delivered. The LOI should also identify the scope of the collaboration (intervention models, resource coordination, etc.) to the greatest extent practicable.

LOIs should be sent via email to commschool@mail.nysed.gov by 5:00 p.m. on September 6, 2013. Note: The LOI is not a requirement for submitting a complete application by the application date; however, NYSED strongly encourages all prospective applicants to submit an LOI to ensure a timely and thorough review and rating process. A non-profit applicant's LOI will also help to facilitate timely review of their prequalification materials (see section 3, Mandatory Requirements for additional information).

Questions and Answers

All questions must be submitted via email to commschool@mail.nysed.gov by August 23, 2013. A complete list of all Questions and Answers will be posted to <http://www.p12.nysed.gov/funding/currentapps.html> no later than August 30, 2013.

Application Due Date and Submission Instructions

Applicants must submit one original hardcopy application (including original signatures, as requested) plus three complete copies, as well as one complete electronic copy on compact disc in Microsoft Word (.doc) format or portable document format (.pdf), via postal mail to the following address:

New York State Education Department
Grants Management Office, 464 EBA
89 Washington Avenue
Albany, New York 12234
Attn: Betsy Kenney, Office of Student Support Services

Complete applications must be postmarked by September 18, 2013.

2. Program Description

Background

The demands on schools in distressed communities are far greater than in less challenged areas, and span a variety of disciplines that include but are not limited to academics. Communities in distress need to be able to rely on their schools to not only provide a quality education to every child, but also to serve as the hub for varied support services for children and their families.

These critical services address a variety of needs, from health care to counseling, from nutrition to job preparation. We must all work together to support these schools as neighborhood solutions, many of which are the primary point of contact between at-risk families and critical service providers.

The Community Schools Grant Initiative (CSGI), as recommended by Governor Cuomo and enacted in the 2013-14 budget, builds on the evidence of promising practices from successful community schools across the state and nation. This program reflects the recommendations of the *New NY Education Reform Commission* and is consistent with the New York State Board of Regents advocacy for establishing programs for students and families that provide academic enrichment activities along with a broad array of student and family development opportunities within their communities. The Community Schools initiatives seek to coordinate and maximize public, non-profit, and private resources to deliver critical services to students and their families and thereby increase student achievement and attain other positive outcomes.

Purpose of the Grant Program

Pursuant to Education Law § 3641 subdivision 6-a, the Commissioner of the State Education Department (SED) is authorized to award competitive grants “to eligible school districts for plans that target school buildings as ‘community hubs to deliver co-located or school-linked academic, health, mental health, nutrition, counseling, legal and/or other services to students and their families in a manner that will lead to improved educational and other outcomes.’”

The Community Schools Strategy and Theory of Action

Community Schools are public schools that emphasize family engagement, characterized by strong partnerships and additional supports for students and families designed to counter environmental factors that impede student achievement. While some of the specific attributes of a community school program vary based on the needs of its respective community, all Community Schools share three foundational pillars:

- **A rigorous academic program** with strong supports to prepare all students for college, careers, and citizenship, and that supplements quality curriculum with expanded learning opportunities that keep students engaged, coupled with high levels of accountability for results;
- A full range of school-based and school-linked **programs and services** that, based on a needs assessment of the community, address the comprehensive needs of students and their families and that work with families as essential partners in student success; and
- **Partnerships that demonstrate collaboration with the local community**, including by engaging families and other community stakeholders and drawing on a broad set of resources, incorporating local and State government agencies, non-profit service providers, institutions of higher education, and the philanthropic and business communities in order to extend the impact and depth of services and programs.

It is important to emphasize that Community Schools do not seek to duplicate effective services that already exist in their communities; rather, through partnerships, these schools leverage existing high-quality programs and assets by linking them to the school and providing robust services to students and their families.

Expectations of Grant Recipients

Community School grant recipients are expected to build local partnerships with nonprofits, businesses, institutes of higher education (IHEs), local government agencies, and/or other community stakeholders in order to achieve the objectives of this initiative. This could include coordinating multiple funding streams to maximize the availability and effectiveness of services that students and their families can access within the school. The \$15 million Community Schools initiative in the 2013-14 Enacted Budget will provide support for these partnerships. Additional funding may be provided from alternate public funding sources, bid separately, but awarded based on priority status of being an awardee within the Community Schools initiative. A list of recommended public funding streams with prioritized awards made available for Community Schools may be requested from the Council on Children and Families.

As described above, these grants will complement--not supplant--existing federal, State, local, private and non-profit resources allocated for service delivery in targeted communities; grantees are expected to seek (and will receive technical assistance as needed to pursue) other available reimbursements for relevant services, such as Medicaid, third-party health insurance, and federal nutrition funding. This document describes how applicants can craft a strong community-level strategy to support their proposed program.

Selecting and Implementing Community Schools Elements

There are many models for establishing resource-rich, coordinated, sustainable Community Schools. Applicants are advised to thoughtfully consider, adopt and implement school elements in a manner that is consistent with guiding principles of community engagement and sustainability. In selecting potential models, applicants are also encouraged to note that the grant includes requirements for qualitative and quantitative metrics of program success.

Program Design and Implementation Phases

Successful applicants will craft the Community School's role as part of a strategy to meet the needs of high-needs students and their families by addressing the following:

1. **Targeting Resources (School and Community Need):** Community Schools are designed to address the needs of distressed communities and to serve low-income students and families. Within eligible school districts, Community Schools should target the students and schools with the greatest needs.
2. **Program Quality (Design, Organization & Implementation Plan):** Community Schools ensure that students and their families have access to a suite of comprehensive programs and services that include academic enhancement, family engagement, health promotion and healthcare (including physical, dental and mental health), nutrition, counseling, legal, parenting skills and supports, housing, workforce training and related job search assistance. Each Community School's focus should be based on current and relevant data that relates to the specific community to be served. Funds must go toward providing additional school-based or school-linked services that are not already being funded in the community, bringing community services into the school, technical assistance, extending the school's hours of operation so that services can be located there during nights/evenings, weekends and summer (with appropriate measures to ensure the safety of all students, staff and community members), etc. Applicants will be expected to describe a scope of services, staffing plan and governance structure that enables successful program implementation. In addition, Community Schools should consider operating within a consortium in order to maximize technical assistance, evidence-based practices and economies of scale.
3. **Partnerships:** Community Schools collaborate with non-profit providers, community-based organizations, the business community, institutions of higher education, and city and/or county government agencies as active participants for planning, technical support and provision of direct services to students and their families. While eligibility to directly apply for the Community Schools grant is limited as defined in section 1 of this RFP, the individual roles of partner organizations will be defined within the MOU. In addition, school districts should consider working with established Community School models that have a record of proven success. A preliminary MOU is required of all partnerships stipulating roles and responsibilities of each partner (a preliminary MOU may take the form of a fully signed MOU, a draft MOU that has not been signed by all parties, or a letter of intent signed by all parties). A final, fully executed MOU must be submitted to NYSED prior to project start.
4. **Focus on Performance/Outcomes (Program Evaluation and Goals Fulfillment):** Community Schools adopt performance benchmarks that allow ongoing measurement of improvement in student and family well-being based on the programs and services that the Community School is providing. Appropriate benchmarks include quantitative

measures of improved student performance (e.g., improvement in student achievement levels, decrease in absenteeism, increase in graduation rates); increase in the linkage and delivery of need-aligned social services (e.g., increased usage of school breakfast, increased immunization rates, minimum number of early childhood home visits); and increase in access to essential services (e.g., counseling services made available, health clinic established at a school, housing counseling services made available).

Performance metrics must include the following: (1) growth in student academic achievement (including state assessments, where available); (2) graduation and attendance rates; (3) evidence of growth in areas of school culture and climate (including attendance and behavioral incidents); and (4) evidence of improvement in student health and socio-emotional well-being. By September 1 of each year, the State Education Department, in consultation with appropriate Council on Children & Families member agencies and each grantee, will establish minimum performance benchmarks required for continued funding in the subsequent project year.

5. **Budget & Sustainability:** Community School proposals should demonstrate how they will leverage existing funding streams and be sustainable upon the conclusion of the grant award.

This RFP acknowledges that not all school districts will be at the same place in their planning process, and encourages school districts to apply even if they and their partners are at an early stage of planning. Applicants seeking to incorporate a timeline that reflects planning should do so by describing their intended planning process and potential partners so that they can meet the objectives described above.

Payment Schedule

Payments will be made in accordance with the [Fiscal Guidelines for Federal and State Grants](http://www.oms.nysed.gov/cafe/home.html) (<http://www.oms.nysed.gov/cafe/home.html>). Quantitative measures will be defined in each budget period and will be associated with process milestones and services rendered (e.g., number of children served in a health clinic, number of weekend job training sessions). Grant recipients will be required on a semi-annual basis to provide performance reports that detail success in achieving the stated milestones and services provided within the reporting period. These measures will be subject to the approval of the State Education Department, in consultation with each grantee, and established in advance of the beginning of each project year. Failure to meet implementation milestones and reporting requirements may result in the withholding of funds until such milestones have been achieved.

Allowable Activities and Expenditures

Allowable activities are those that are directly related to meeting the overall and individual Community School program requirements. If any inappropriate and/or unallowable items are included in the budget, they will be deleted and the budget will be reduced accordingly. All expenditures must be directly aligned with program goals and objectives. Equipment purchases are permitted when necessary to meet the project goals and objectives, but must not exceed 10% of the total project budget.

Additional allowable activities include, but are not limited to:

- The provision of tutoring, supplemental instruction, and enriched educational services
- Before- and after-school, mentoring, and summer programs with a teacher or other qualified individual
- School supplies for distribution at shelters and temporary housing facilities
- Extraordinary or emergency assistance to enable homeless children to attend school
- Expedited student evaluations, including gifted and talented, special education, and limited English proficiency
- Professional development for educators and other school personnel
- Referrals for medical, dental, other health services, and social services
- Defraying excess cost of transportation (e.g. portion of transportation expense not covered by State Aid or Medicaid reimbursement)
- Provision of developmentally appropriate early childhood education programs, not otherwise provided
- Provision of services and assistance to attract, engage, and retain homeless children and youth and unaccompanied youth in public school programs
- The payment of fees and other costs associated with tracking, obtaining, and transferring records necessary to enroll homeless children and youths in school
- Provision of pupil services (including violence prevention counseling) and referrals for such services
- Addressing needs of homeless children and youth arising from domestic violence
- Provision of education and training to parents of students about educational rights and resources that are available
- Coordination between schools and service agencies

3: Mandatory Requirements

- All school district applicants (both the lead district and consortium members) must maintain a demonstration of full implementation of an approved APPR plan in compliance with Section 1 of Part A of Chapter 57 and Chapter 53 of the Laws of 2013,

Education Law §3012-c, and Subpart 30-2 of the Rules of the Board of Regents throughout the entire three-year period of the grant

- Applicants must submit a preliminary Memorandum of Understanding (MOU) between local education agencies (LEAs) and community partners, as well as each consortium member (if applicable). This preliminary MOU must minimally establish the roles and responsibilities of each partner/consortium member; proposed strategies for communication and collaboration; and methods partners/consortium members will employ to hold one another accountable for performance. The preliminary MOU may take the form of a fully signed MOU, a draft MOU that has not been signed by all parties, or a letter of intent signed by all parties. It must provide an overview of all partners' involvement in planning and program implementation. Applicants will be required to submit a final, fully executed MOU that provides a detailed description of each partner's roles and responsibilities. This final MOU may include additional partners that were not identified in the original MOU and must be approved by NYSED prior to the receipt of initial grant funding.
- All applicants must submit an Assurance of Joint Commitment and Collaboration Form signed by the district Superintendent, Board of Education, and teachers' and principals' unions, acknowledging their joint commitment to implement the Community School proposed in the application and to work collaboratively in order to sustain the positive changes that occur as a result. Consortium applicants must submit a signed Assurance of Joint Commitment and Collaboration Form for each member of the consortium.
- Non-profit organizations that are applying on behalf of the New York City school district (as described in section 1) must submit with their applications a letter of support signed by the Chancellor of the school district.
- New York State has implemented a prequalification requirement for not for-profit entities applying for grants. In order to be eligible to apply for an award under this grant, any not for-profit entity who is the lead applicant must prequalify using the Grants Gateway. No paperwork is required to be sent as proof of application; however, agencies that have not been prequalified by September 18, 2013 (application due date), will not be considered for a grant award. As this process may take up to a few weeks, **it is advised that interested agencies begin this process immediately upon RFP announcement.** Please see additional information and instructions in Attachment 6.

4. Application Guidelines and Scoring

Community Schools grant applicants will be scored based on the following:

Rating Guidelines:

- Very Good - Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed ideas.
- Good - General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.
- Fair - Unclear and non-specific. Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail.
- Poor - Does not meet the criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.
- N/A - Does not address the criteria or simply re-states the criteria.

Bonus Points	Yes	No
Would the Community School serve a community that is participating in the State’s CORE initiative or that has been identified as an Opportunity Area with specific geographic boundaries within a region by a Regional Economic Development Council? (For additional information, see http://regionalcouncils.ny.gov/)	10	0

Narrative and Budget (100 total points)

Executive Summary/Abstract (0 points) – Provide an overview of the applicant’s overall plan and approach to Community School design and its desired impact on the targeted population. In this overview, provide the Community School’s vision, key partners and the comprehensive services framework, and other unique characteristics of the program. The executive summary should be suitable for dissemination with the public, including essential stakeholders such as families, students, school-level educators, and staff of partner organizations.

A response that meets the standard for this section will:

- Describe the district and/or partnership’s plan for the Community School and its desired impact on the students and families of the community
- Describe the school’s academic and comprehensive social service frameworks
- Describe the system of support and collaboration between the district and its partners
- Include a persuasive discussion of the track record, expertise or capacity of the collaboration

School and Community Need (15 points) – Describe the educational, health and social support needs of proposed Community School site. This description should be based on current and relevant data that speaks directly to the specific needs of the community being served. The discussion of school-based needs should be qualitative and quantitative, and inclusive of feedback from members of the school community. The assessment of need should include a discussion of both structural/systemic challenges and student academic performance needs.

A response that meets the standard for this section will:

- Document that the applicant is focused on the highest-need schools and students in the community(ies) it serves, and that the target population is made up of low-income/high-need students and their families
- Present a critical assessment and analysis of the health and social service needs of the target population, including students and their families.

Program Design, Organization, and Implementation Plan (35 points) – The application should provide a clear overview and detailed description of the comprehensive set of services that will be delivered as part of the Community School initiative and tailored to the specific needs of the targeted students and their families. The applicant should address all of the elements that are outlined in the Program Design and Implementation Phases subsection of this RFP. Drawing on the school community, targeted populations and sub-groups within the school, a clear rationale should be provided that articulates how the proposed Community Schools elements and services align with the educational, health and welfare needs of the students and families to be served as documented in the prior section.

Not all school districts will be at the same place in their planning process, and school districts are encouraged to apply even if they and their partners are at an early stage of planning. Applicants seeking to incorporate a timeline that reflects planning should do so by describing their intended planning process and potential partners so that they can meet the grant objectives.

- A. Overview. Identify the Community School programs and services to be implemented and describe what the school will look like in one, two and three years. Identify the core values and goals (qualitative and quantitative) of the proposed program and describe how the program will lead to improvement in key goals and outcome metrics. Present historical evidence that the elements, or at least components thereof, had led to similar outcomes in existing schools. Present a clear rationale for the design and any research or other supporting information that provides plausible evidence that the Community School elements will meet the needs and outcomes identified for the school.
- B. Implementation. Provide a description of the approach to implementing the chosen Community Schools elements. Discuss specific proven research-based instructional strategies and practices that will be relevant or necessary to successful implementation of the strategies chosen. Describe plans for professional development and structures for collaboration that enable teachers and support staff to have common, regular, and frequent engagement with the partner provider to understand the Community School elements and receive support in their classrooms. The application should provide preliminary staffing models for the Community School program, or considerations that will inform staffing and organizational decisions.
- C. Meeting the Needs of Unique Populations. Describe the population of students with disabilities, including those with moderate to severe disabilities, students from households that are eligible for the federal free or reduced-priced lunch program, first generation college goers, students who are English language learners, students of color, and other young people underrepresented in higher education and the specific continuum of support strategies that will be employed to meet the needs of these populations.

A response that meets the standard for this section will:

- Provide a coherent research-based plan for program and service delivery that incorporates academic enhancement, family engagement, health promotion and healthcare (including physical, dental and mental health), nutrition, counseling, legal, housing, workforce training and/or related job search assistance. Services are primarily delivered directly in school buildings or on school grounds.
- Demonstrate the capacity to deliver comprehensive wrap-around services to high-need students and families
- Utilize strategies proven to be effective in maximizing efficiency and impact
- Clearly identify who will be responsible for oversight/governance, implementation, and coordination of the Community School program

- Demonstrate that the school leadership has the capabilities to be successful in a Community Schools partnership, carrying out the particular school setting and school design chosen
- Demonstrate a sound understanding of management needs and priorities; and a staffing plan that appears viable and adequate for effective implementation of the proposed Community Schools elements
- Ensure the safety of all students, staff and community members in school buildings used as community hubs.
- Demonstrate alignment between available funding sources (including project grant funds) and key program strategies necessary to successfully implement the Community School model

Partnerships (25 points)

To meet its identified needs and priorities, the Community School should collaborate with non-profit providers, community-based organizations, the business community, institutions of higher education, and city and/or county government agencies as active participants for planning, technical support and provision of direct services to students and their families. As a whole, these partners should have the expertise and capacity to provide comprehensive support in the areas where there has been an identified gap in district/school approach to enhancing or launching Community Schools initiatives. Applications must include a preliminary MOU outlining roles and responsibilities for each partner.

Not all school districts will be at the same place in their planning process, and school districts are encouraged to apply even if they and their partners are at an early stage of planning. Applicants seeking to incorporate a timeline that reflects planning should do so by describing their intended planning process and partnerships so that they can meet the grant objectives.

- A. *Partner Identification and Rationale:* Applicants should describe the rationale for the selection of partner organizations in relation to meeting identified needs/gaps in capacity. Describe the relationship between the school and the partner organization(s) and how that relationship will further the Community School's mission and program. This section should include identification of and rationale for selecting consortium members, if applicable.
- B. *Lead Partner Roles and Responsibilities (if applicable):* A Community School may partner or contract with an entity that offers professional implementation of a Community School model, has experience offering or organizing Community School services at scale, and whose effectiveness is demonstrated by research. Describe the lead partner role

and responsibilities in relation to the program's goals and governance structure. Types of services may include providing technical expertise in implementing a variety of components of the Community Schools approach, coordinating services, providing intensive job-embedded professional development for school administrators and teachers, providing direct student, family and community services. Describe the means by which the district will hold the partner accountable for its performance.

C. Evidence of Partner Effectiveness. Applicants should provide evidence of partner(s) proven track record of success in providing health and social services or other Community Schools programming and its impact on improving student achievement. Evidence to be submitted might include:

- A list of schools and/or LEAs the partner has previously supported.
- A summary of community health indicators, measures and metrics that the partner has been successful in improving over the last three years
- Academic performance data by subgroup from the schools that the partner has managed/supported in the past three years.
- A summary of the partner's fiscal performance for the past three years.

A response that meets the standard for this section will:

- Present a persuasive explanation for working with the partner organizations selected including:
 - a rationale for the selection of the partner organization identifying its capacity to assist the Community School in meeting the specified needs of the targeted population
 - a clear description of the services to be provided by the partner organization
 - performance expectations for the partner organization and the means by which the school district will hold the partner organization accountable for meeting those expectations
 - evidence of a proven track record of success of the partner organization with the targeted sub-groups
 - preliminary MOU between partners containing an overview of responsibilities and deliverables.
- Explain the process by which partners will collaborate and coordinate services throughout each phase of the program.
- Describe the roles/responsibilities of local governments; non-profit and community-based organizations; institutions of higher education; and the business and/or philanthropic community.

Program Evaluation and Goals Fulfillment (10 points)

The applicants will put forth a plan for qualitative and quantitative program evaluation, which reflect progress achieved on logical, achievable, measurable indicators of success. Further, the selected goals should represent an implementation and delivery challenge to the partnership by supporting either increased quality, capacity, or scope of program design and/or delivery.

A response that meets the standard for this section will:

- Commit to quantitative performance metrics that include: (1) growth in student academic achievement (including state assessments, where available); (2) graduation and attendance rates; (3) evidence of growth in areas of school culture and climate (including attendance and behavioral incidents); and (4) evidence of improvement in student health and socio-emotional well-being.
- Delineate clear qualitative and quantifiable goals, as well as methods of evaluation inclusive of timelines and general descriptions of evaluation deliverables
- Establish a baseline for ongoing review of the extent to which the partnership attains its annual measures of success, including a commitment to the performance benchmarks established annually in consultation with SED and appropriate Council on Children & Families member agencies.

Budget & Sustainability (15 points)

The applicant must complete the FS-10 Budget Form for the first project period (December 1, 2013 – June 30, 2014) and the 3-Year Budget Summary Chart (Attachment 3). In addition, the applicant must provide a Budget Narrative for the entire grant period that details expenses for each program year. The FS-10 Budget Form and information about the categories of expenditures and general information on allowable costs (beyond items listed herein), applicable cost principles, and administrative regulations are available in the Fiscal Guidelines for Federal and State Grants (<http://www.oms.nysed.gov/cafe/home.html>)

Grantees may revise proposed budgets during the grant award cycle, if necessary, in consultation with NYSED. Applicants are encouraged, however, to use best estimates and conservative budgeting principles.

The budget materials will detail proposed grant expenditures and describe the school's plan to fully sustain the Community School program once the grant period has ended.

A response that meets the standard for this section will:

- Describe proposed expenditures within the maximum available funding level that are appropriate, reasonable and necessary to support the project activities and goals. Appropriate expenditures and activities are supplemental to and do not supplant or duplicate services currently provided.
- Demonstrate the capacity to deliver comprehensive wrap-around services to high-need students and families. Present budget priorities that are consistent with and support key parts of the plan, including the school’s mission, educational program, staffing and facility.
- Demonstrate a plan for the sustainability Community Schools elements once the grant has ended, i.e. describe in detail its strategies for ensuring sufficient funding for the actions and needs of a successful school in the school in subsequent years
- Demonstrate how other existing education, health and social services funding streams (e.g., federal, State, local, private and foundation) and programs will be used to provide community services.
- Describe how outside resources will be secured from other public, non-profit and/or private entities that demonstrate a long-term commitment to implementation of the proposed model.
- Demonstrate alignment of proposed expenditures for the design activities necessary
- Allocate grant funds over the funding period to avoid the elimination of programs and services and the ability to coordinate these activities at the conclusion of the grant.

Review and Rating of Applications

Only complete applications submitted by eligible applicants will be reviewed. Each eligible application will be reviewed by at least two reviewers. Each reviewer will score the proposal using the evaluation rubric. If individual scores are more than 15 points apart, a third reviewer will score the application. The two scores mathematically closest to each other will be averaged for the final score unless the difference between the third review score and the first two are equidistant; in which case the third reviewer’s score will solely be used. An application must receive a final average score of 65 or higher to be considered for funding. Budgets will be adjusted to eliminate any unallowable or inappropriate expenditures. Proposals will be ranked in order of final average score from highest to lowest. Proposals that receive a final average score of 65 or more will be considered for funding. Awards will be made to the highest ranking fundable applications until all funds are expended. In the event of tie scores, proposals with the highest score on in the Program Design, Organization, and Implementation Plan section will be ranked higher.

Contract Award Protest Procedures

Applicants who receive a notice of non-award may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.

2. The protest must be filed within ten (10) business days of receipt of a debriefing letter. The protest letter must be filed with:

NYS Education Department
Contract Administration Unit
Attn: RFP #GC13-021 Community Schools Grant
89 Washington Avenue
Room 503W EB
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

5. Additional Grant Requirements

NYSED's Consortium Policy for Federal and State Discretionary Grant Programs

As described in section 1, applicants may form a consortium to apply for the grant. In order to do so, the consortium must meet the following requirements:

1. The consortium must designate one of the participants to serve as the applicant and fiscal agent for the grant. The applicant agency must be an eligible grant recipient. All other consortium members must be eligible grant participants, as defined by the program statute or regulation.

2. In the event a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the applicant agency/fiscal agent, not the consortium, since the group is not a legal entity.
3. The applicant agency/fiscal agent must meet the following requirements:
 - a. Must be an eligible grant recipient as defined by statute;
 - b. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;
 - c. Must require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
 - d. Must be an active member of the consortium.
 - e. Cannot act solely as a flow-through for grant funds to pass to other recipients. NYSED may establish a minimum level of direct service to be provided by the fiscal agent. For purposes of this grant, NYSED has established a 15% minimum.
 - f. Is PROHIBITED from subgranting funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.
 - g. Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each plan to participate.

NYSED's Requirements for Nonprofit-Led Applications

As described in section 1, a non-profit organization may apply on behalf of the New York City school district. In order to do so, the applicant must meet the following requirements:

1. The district must designate the non-profit organization to serve as the applicant and fiscal agent for the grant, with approval of the Chancellor of the school district.
2. The applicant agency must be an eligible grant recipient.
3. In the event a grant is awarded to a non-profit lead, the grant contract will be prepared in the name of the applicant agency/fiscal agent, not the district, since the partnership is not a legal entity.
4. The applicant agency/fiscal agent must meet the following requirements:
 - a. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;

- b. Must require the district to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
- c. Must be an active member of the consortium.
- d. Cannot act solely as a flow-through for grant funds to pass to other recipients. NYSED may establish a minimum level of direct service to be provided by the fiscal agent. For purposes of this grant, NYSED has established a 15% minimum.
- e. Is PROHIBITED from subgranting funds to other recipients. The fiscal agent is permitted to contract for services with other partners or consultants to provide services that the fiscal agent cannot provide itself.
- f. Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each plan to participate.

Entities' Responsibility

Entities that receive Community School Initiative funding are responsible for the proper disbursement of, and accounting for, program funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations, and inventory control must be followed. Supporting or source documents are required for all grant related transactions entered into the local agency's recordkeeping 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 6 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.

Safety and Health Requirements

Both the applicant and any partnering organization operating in a school district must adhere to New York State's SAVE laws, including provisions related to fingerprinting of staff. Programs located in school buildings will be governed by the district's School Safety Plan and any related building-level plans. For all activities operated by outside entities that are linked with the Community Schools initiative that take place in a school building, all staff must be trained in and familiar with the School Emergency Response Plan and its emergency procedures.

If the proposed program is school linked but located at a site other than the school building, the provisions for School-Age Child Care Registration detailed below for community organization applicants shall apply.

If the applicant is a community organization, college or university, municipality or other eligible entity and proposes to serve only children ages 13 and older, it is recommended that the applicant work with its partnering school(s) to ensure the safety and health of all participants, including reasonable staff-to-student ratios and background clearances for staff.

School-Age Child Care Registration

If a community organization, college or university, municipality or other eligible entity enters into an agreement as part of a Community Schools initiative planning to serve 7 or more children under the age of 13, the applicant must obtain School-Age Child Care (SACC) registration in accordance with New York State Office of Children and Family Services (OCFS) Regulations at 18 NYCRR Part 414 to operate an after-school program.

Whether the program(s) operates in a school building or community site, it must meet SACC requirements pertaining to buildings and equipment, discipline, fire protection and safety, sanitation, staff background checks and clearances, staff to child ratios, staff credentials, staff training, and supervision of children and youth. Programs with a mixture of children and youth under and over 13 years of age must complete the SACC registration process, and all children and youth, including those over 13 years of age, will be considered part of the program. This provision applies to after-school programs, whether situated in schools or in community locations.

Partnering organizations operating these services through the Community Schools Initiative are urged to contact the OCFS Bureau of Early Childhood Services (BECS) regional office (<http://ocfs.ny.gov/main/childcare/regionaloffices.asp>) for SACC registration information and to consult with their local childcare resource and referral agency. This registration process must be completed prior to offering services as part of the Community Schools Initiative.

Partners are encouraged to notify the appropriate regional OCFS office of their intent to seek registration upon submission of their application for a Community Schools Initiative to expedite the approval process.

Payee Information Form/NYSED Substitute W-9

The Payee Information Form is a packet containing the Payee Information Form itself and an accompanying NYSED Substitute W-9. The NYSED Substitute W-9 may or may not be needed

from your agency. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through the NYSED. An on-line version of the packet is available at <http://www.oms.nysed.gov/cafe/forms/PIform.pdf>

Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include: legal authority to do business in New York State; integrity; capacity- both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a Vendor Responsibility Questionnaire. School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. For a complete list, see:

http://www.osc.state.ny.us/vendrep/resources_docreq_agency.htm.

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;

- the subcontractor is not an entity that is exempt from reporting by OSC; and the subcontract will equal or exceed \$100,000 over the life of the contract.

Workers' Compensation Coverage and Debarment

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

Proof of Coverage Requirements

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Workers' Compensation Coverage

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the

contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp>. Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law

(Please see corresponding forms at the end of this document)

All applicants are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this grant through one of three methods. The M/WBE goals will not be applied to the budget for direct personal services, related fringe

benefits, and indirect costs as requested in the FS-10 budget. Compliance methods are discussed in detail in the M/WBE Participation Goals section below.

For purposes of this grant, NYS Education Department has established an overall goal of 20% for M/WBE participation based on the current availability of qualified MBEs and WBEs. The M/WBE goals will not be applied to any portion of the grant funds that are budgeted for direct personal services and related fringe benefits as requested in the FS-10 budget. All applicants must document a good faith effort to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of this contract. M/WBE participation includes any and all services, materials or supplies purchased from New York State certified minority and women-owned firms. Utilization of certified minority and women-owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED's Minority and Women-Owned Business Enterprise goals as described below.

Achieve Full Compliance with Participation Goals (Preferred)

Applicants should submit subcontracting/supplier forms that meet or exceed NYSED's participation goals for this grant. All subcontracting/supplier forms must be submitted with the application. In addition, applicants must complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. Instructions and copies of these forms are contained in the RFP. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>.

The contact person on M/WBE matters is available throughout the process to assist applicants in meeting the M/WBE goals. The contact person can be reached at mwbe@mail.nysed.gov. NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable applicants to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total budget.

Documentation of Good Faith Efforts

Applicants must undertake a good faith effort to solicit NYS certified M/WBE firms as subcontractors and/or suppliers in fulfillment of this grant. Means of solicitation may include but are not limited to: advertisements in minority centered publications; solicitation of vendors found in the NYS Directory of Certified Minority and Women-Owned Business Enterprises; the solicitation of minority and women-oriented trade and labor organizations and by contacting the person on M/WBE matters. Applicants will be required to certify and attest to their good faith efforts by completing NYSED's Certification of Good Faith Efforts (Form M/WBE 105). See

the M/WBE Submission Documents for detailed examples of and required forms to document good faith efforts.

NYSED reserves the right to reject any application for failure to document “good faith efforts” to comply with the stated M/WBE goals.

In the event applicants cannot comply with NYSED’s designated participation goals, said applicants must document their “good faith efforts” to comply and submit one of the following requests.

Request a Partial waiver of Participation Goals

In order to request a partial waiver of the participation goals for this grant, applicants must provide documentation of their good faith efforts to obtain the use of certified M/WBE enterprises along with their application forms. The subcontracting forms must include the participation percentage(s) for which they seek approval. Applicants will be required to certify and attest to their good faith efforts. Applicants should submit a request for a partial waiver (Form M/WBE 101) and document their good faith efforts (Form M/WBE 105) at the same time as the application is submitted. Applicants must also complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. The M/WBE Coordinator is available throughout the grant process to assist in all areas of M/WBE compliance.

Request a Complete Waiver of Participation Goals

In order to request a complete waiver of the participation goals for this grant, applicants must provide documentation of their good faith efforts to obtain the use of certified M/WBE enterprises along with their application forms. Applicants will be required to certify and attest to their good faith efforts. Applicants should submit a request for a complete waiver on Form M/WBE 101 and document their good faith efforts (Form M/WBE 105) at the same time as they submit their application. The M/WBE Coordinator is available throughout the process to assist in all areas of M/WBE compliance.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit using M/WBE 103 Quarterly M/WBE Compliance Report. This report must be submitted on a quarterly basis and can be found at www.oms.nysed.gov/fiscal/MWBE/forms.html

6. NYSED’s Reservation of Rights

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency’s sole discretion; (3) make an award under the RFP

in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) utilize any and all ideas submitted in the proposals received; (13) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (14) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; (15) to request best and final offers.

Attachment 1: Application Checklist

Applicant Name _____

A complete application consists of all of the following items submitted in the following order.

Application Components	Checked – applicant	Checked – SED
Payee Information Form/NYSED Substitute W-9 Form (not required for LEAs) See: http://www.oms.nysed.gov/cafe/forms/PIform.pdf	<input type="checkbox"/>	<input type="checkbox"/>
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>
Application Cover Page (requires original signature)	<input type="checkbox"/>	<input type="checkbox"/>
Program Summary Form	<input type="checkbox"/>	<input type="checkbox"/>
Program Narrative	<input type="checkbox"/>	<input type="checkbox"/>
FS-10 Budget for first year only—December 1, 2013 to June 30, 2014 (requires original signature)	<input type="checkbox"/>	<input type="checkbox"/>
3-Year Budget Summary Form	<input type="checkbox"/>	<input type="checkbox"/>
Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>
Preliminary MOU	<input type="checkbox"/>	<input type="checkbox"/>
Assurance of Joint Commitment and Collaboration Form(s) (requires original signatures)	<input type="checkbox"/>	<input type="checkbox"/>
Letter of support signed by the Chancellor of NYCDOE (if a non-profit organization is the lead applicant) (requires original signature)	<input type="checkbox"/>	<input type="checkbox"/>
Worker’s Compensation Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>
Disability Benefits Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE Documents Package (original signatures required)		
<input type="checkbox"/> Full Participation <input type="checkbox"/> Request Partial Waiver <input type="checkbox"/> Request Total Waiver		
	Forms Required	

Type of Form	Full Participation	Request Partial Waiver	Request Total Waiver
M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 100 Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	N/A
M/WBE 102 Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N/A
EEO 100 Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 105 Contractor's Good Faith Efforts	N/A	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 101 Request for Waiver Form and Instructions	N/A	<input type="checkbox"/>	<input type="checkbox"/>

Attachment 2: Application Cover Page
The University of the State of New York - THE STATE EDUCATION DEPARTMENT
Albany, NY 12234

RFP # GC13-021: 2013 Community Schools Program

NYSED Assigned BEDS or Agency Code

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Name of Applicant Agency		
Address		
City	County	Zip Code
Contact Person		Telephone ()
E-Mail Address		FAX ()

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, Priority School Certification, Assurances, Certifications, Appendix A, 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.

Authorized Signature (in blue ink)	Title: Chief School/Administrative Officer
Typed Name:	Date:
Grant Writer Name: _____	Agency: _____

Attachment 3: Three-Year Budget Summary Chart

Agency Code												
Agency Name												
Year 1 (December 1, 2013 – June 30, 2014)			Year 2 (July 1, 2014 – June 30, 2015)			Year 3 (July 1, 2015 – June 30, 2016)						
Categories	Code	Costs	Categories	Code	Costs	Categories	Code	Costs				
Professional Salaries	15		Professional Salaries	15		Professional Salaries	15					
Support Staff Salaries	16		Support Staff Salaries	16		Support Staff Salaries	16					
Purchased Services	40		Purchased Services	40		Purchased Services	40					
Supplies and Materials	45		Supplies and Materials	45		Supplies and Materials	45					
Travel Expenses	46		Travel Expenses	46		Travel Expenses	46					
Employee Benefits	80		Employee Benefits	80		Employee Benefits	80					
Indirect Cost (IC)*	90		Indirect Cost (IC)	90		Indirect Cost (IC)	90					
BOCES Service	49		BOCES Service	49		BOCES Service	49					
Minor Remodeling	30		Minor Remodeling	30		Minor Remodeling	30					
Equipment	20		Equipment	20		Equipment	20					
		Year 1 Total			Year 2 Total			Year 3 Total				

3-Year Totals		
Categories	Code	Costs
Professional Salaries	15	
Support Staff Salaries	16	
Purchased Services	40	
Supplies and Materials	45	
Travel Expenses	46	
Employee Benefits	80	
Indirect Cost (IC)*	90	
BOCES Service	49	
Minor Remodeling	30	
Equipment	20	
	3-Year Total	

Attachment 4: Assurance of Joint Commitment and Collaboration Form

By signing this document, the Superintendent, Board of Education, and teachers’ and principals’ unions are acknowledging their joint commitment to implement the Community School proposed in the application and to work collaboratively in order to sustain the positive changes that occur as a result.

District Name: _____

CHIEF ADMINISTRATIVE OFFICER (Superintendent)	
Signature (in blue ink)	Date
Type or print name	

BOARD OF EDUCATION PRESIDENT	
Signature (in blue ink)	Date
Type or print name	

LOCAL ADMINISTRATORS UNION PRESIDENT	
Signature (in blue ink)	Date
Type or print name	

LOCAL TEACHERS UNION PRESIDENT	
Signature (in blue ink)	Date
Type or print name	

Attachment 5: Program Summary Form

Community Schools Program

Prior and/or Current Expanded Service Funding Sources (check all that apply):

- Extended School Day/School Violence Prevention
- 21st Century Community Learning Centers
- Advantage After School
- Beacon Program
- New York City OST Program
- Federally funded program: _____
- Locally funded program: _____
- Other: _____

Student Populations to be Served in this Grant (check all that apply):

- Elementary
- Middle School
- High School

Types of Partners and Service Providers Participating in this Grant (check all that apply):

- National Organizations (*e.g., Boys & Girls Clubs, YMCA/YWCA, Big Brothers/Big Sisters*)
- County or Municipal Agencies (*e.g., police, Parks & Recreation, Social Services*)
- Community-Based Organizations (*local non-profits or foundations*)
- BOCES
- Libraries or Museums
- Faith-Based Organizations
- Businesses
- Hospitals/Clinics/Health Providers
- Nonpublic School
- For-Profit Corporations
- Colleges or Universities
- Not-for-Profit Organizations
- Other

Services to be Provided in this Grant (check all that apply):

- Academic Support/Enrichment
- Physical Fitness, Wellness
- Physical Health
- Mathematics
- Library Services
- Mental Health
- Science
- Family Literacy
- Nutrition
- English Language Arts
- Other Family Education
- Drug/Violence Prevention
- Art, Music, Dance, Theater
- Tutoring/Mentoring
- Housing
- Entrepreneurial Education
- Youth Development
- Legal
- Character Education
- Service Learning
- Other

Attachment 6: Prequalification Application for Grants Reform

The State of New York has implemented a new statewide prequalification process designed to facilitate prompt contracting for not-for-profit vendors. Interested vendors are asked to submit commonly requested documents, and answer frequently asked questions once. The application requests organizational information about the vendor's capacity, legal compliance, and integrity. To learn more about prequalification, go to the Grants Reform website (<http://www.grantsreform.ny.gov/Grantees>) where you can preview the questions and required documents.

All not-for-profit vendors are required to prequalify prior to grant application.

Following is a summary of the steps that must be undertaken in order for you to prequalify.

- Go to the Grants Reform website (<http://www.grantsreform.ny.gov/Grantees>) and download a copy of the Registration Form. Please review the instructions for submission of this Form. The form must be signed and notarized by an authorized representative of your organization, and must be sent to the Division of Budget as soon as possible in order to gain access to the Grants Gateway to enable prequalification.
- Upon submission of your Registration Form, you will be provided with a User ID allowing you to gain access to the Gateway. From there, please logon to the Gateway System (https://grantsgateway.ny.gov/IntelliGrants_NYSGG/login2.aspx) and begin your Prequalification Application.
- Vendors who already submitted registration materials and received their user credentials can begin to upload documents into the Document Vault and complete their online Prequalification Questionnaire.
- As you fill out the Questionnaire, please refer to the Gateway Training Materials and resource links posted on the "grantees" section of the Grants Reform website to help you navigate the questionnaire. If you still have questions, simply contact your State agency program contact, or post your question to GrantsReform@Budget.ny.gov, and someone will get back to you quickly with a response.

Vendors are strongly encouraged to begin the process as soon as possible in order to participate in this RFP competition.

If you have any questions about prequalification, please go to the Grants Reform website or contact your State agency representative via email at prequal@mail.nysed.gov.

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). However,

such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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.

Rev. December 2012

APPENDIX A-1 G

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. Any modification to this Agreement that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of this Agreement must be approved by the Commissioner of Education and the Office of the State Comptroller when:
 - a. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
 - b. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.
- 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.

M/WBE Documents

Name of Grant Program: _____

Name of Applicant: _____

Calculation of M/WBE Goal

	<u>Budget Category</u>	<u>Amount budgeted for items excluded from M/WBE calculation</u>	<u>Totals</u>
1.	Total 3-Year Budget		
2.	Professional Salaries		
3.	Support Staff Salaries		
4.	Fringe Benefits		
5.	Indirect Costs		
6.	Sum of lines 2, 3 ,4 ,5		
7.	Line 1 minus Line 6		
8.	M/WBE Goal percentage (20%)		.20
9.	Line 7 multiplied by Line 8 =MWBE goal amount		

(whole dollar figures only)

2013 Community School Initiative (CSGI)

Applicant/Bidder Name: _____

RFP #: GC13-021

M/WBE Purchases For Year One

Name of Vendor	Type	Type of Services or Supplies	Cost
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
Total Year 1 M/WBE Expenses			
Year 1 M/WBE Goal			
Total Year 1 M/WBE Costs divided by Total Year 1 M/WBE Goal(%)			
Total Year 1 WBE Costs divided by Total Year 1 MWBE Goal			

M/WBE Purchases (3 Years)	Year 1	Year 2	Year 3	Grand Total For 3 Years
% M/WBE Purchases to Budget				

M/WBE COVER LETTER

Minority & Woman-Owned Business Enterprise Requirements

NAME OF GRANT PROGRAM _____

NAME OF APPLICANT/BIDDER _____

In accordance with the provisions of Article 15-A of the NYS Executive Law, 5 NYCRR Parts 140-144, Section 163 (6) of the NYS Finance Law and Executive Order #8 and in fulfillment of the New York State Education Department (NYSED) policies governing Equal Employment Opportunity and Minority and Women-Owned Business Enterprise (M/WBE) participation, it is the intention of the New York State Education Department to provide real and substantial opportunities for certified Minority and Women-Owned Business Enterprises on all State contracts. It is with this intention the NYSED has assigned M/WBE participation goals to this contract.

In an effort to promote and assist in the participation of certified M/WBEs as subcontractors and suppliers on this project for the provision of services and materials, the bidder is required to comply with NYSED's participation goals through one of the three methods below. Please indicate which one of the following is included with the M/WBE Documents Submission.

- Full Participation – No Request for Waiver (PREFERRED)
- Partial Participation – Partial Request for Waiver
- No Participation – Request for Complete Waiver

By my signature on this Cover Letter, I certify that I am authorized to bind the Bidder's firm contractually.

Typed or Printed Name of Authorized Representative of the Firm

Typed or Printed Title/Position of Authorized Representative of the Firm

Signature/Date

M/WBE UTILIZATION PLAN

INSTRUCTIONS: All bidders submitting responses to this procurement must complete this M/WBE Utilization Plan unless requesting a total waiver and submit it as part of their proposal. The plan must contain detailed description of the services to be provided by each Minority and/or Women-Owned Business Enterprise (M/WBE) identified by the bidder.

Bidder's Name _____
 Address _____
 City, State, Zip _____

Telephone: _____
 Federal ID No.: _____
 RFP No.: _____

Certified M/WBE	Classification (check all applicable)	Description of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified MBE _____ WBE _____ <input type="checkbox"/> For Profit <input type="checkbox"/> Not -For-Profit		\$ _____
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified MBE _____ WBE _____ <input type="checkbox"/> For Profit <input type="checkbox"/> Not -For-Profit		\$ _____

PREPARED BY (Signature) _____ DATE _____

SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-1, 5 NYCRR PART 143 AND THE ABOVE REFERENCE SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.

NAME AND TITLE OF PREPARER: _____
 (print or type)

 TELEPHONE/E-MAIL _____

 DATE _____

REVIEWED BY _____	DATE _____
UTILIZATION PLAN APPROVED YES/NO _____	DATE _____
NOTICE OF DEFICIENCY ISSUED YES/NO _____	DATE _____
NOTICE OF ACCEPTANCE ISSUED YES/NO _____	DATE _____

MWBE SUBCONTRACTORS AND SUPPLIERS

NOTICE OF INTENT TO PARTICIPATE

INSTRUCTIONS: Part A of this form must be completed and signed by the Bidder/Contractor unless requesting a total waiver. Parts B & C of this form must be completed by MBE and/or WBE subcontractors/suppliers. The bidder/contractor must submit a separate M/WBE Notice of Intent to Participate form for each MBE or WBE as part of the proposal.

Bidder Name: _____ Federal ID No.: _____

Address: _____ Phone No.: _____

City _____ State _____ Zip Code _____ E-mail: _____

Signature of Authorized Representative of Bidder's Firm Print or Type Name and Title of Authorized Representative of Bidder's Firm

Date: _____

PART B - THE UNDERSIGNED INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE PROCUREMENT:

Name of M/WBE: _____ Federal ID No.: _____

Address: _____ Phone No.: _____

City, State, Zip Code _____ E-mail: _____

BRIEF DESCRIPTION OF SERVICES OR SUPPLIES TO BE PERFORMED BY MBE OR WBE:

DESIGNATION: MBE Subcontractor WBE Subcontractor MBE Supplier WBE Supplier

PART C - CERTIFICATION STATUS (CHECK ONE):

_____ The undersigned is a certified M/WBE by the New York State Division of Minority and Women-Owned Business Development (MWBD).

_____ The undersigned has applied to New York State's Division of Minority and Women-Owned Business Development (MWBD) for M/WBE certification.

THE UNDERSIGNED IS PREPARED TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER CONDITIONED UPON THE BIDDER'S EXECUTION OF A CONTRACT WITH THE NEW YORK STATE EDUCATION DEPARTMENT.

The estimated dollar amount of the agreement \$ _____

Signature of Authorized Representative of M/WBE Firm

Date

Printed or Typed Name and Title of Authorized Representative

Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
TOTAL																			

PREPARED BY (Signature):

DATE:

NAME AND TITLE OF PREPARER:

TELEPHONE/EMAIL:

(print or type)

EEO 100

STAFFING PLAN INSTRUCTIONS

General Instructions: All Bidders and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Bidder shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Bidder shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the RFP number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Bidder's total work force.
3. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or subcontractor.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the Designated Contact(s) for the solicitation if you have any questions.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form NYSED will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.
- **Disabled** - Any person who has a physical or mental impairment that substantially limits one or more major life activity; has a record of such an impairment; or is regarded as having such an impairment
- **Vietnam Era Veteran** - a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

5 NYCRR 142.8 CONTRACTOR'S GOOD FAITH EFFORTS

(a) The contractor must document its good faith efforts toward meeting certified minority- and women-owned business enterprise utilization plans by providing, at a minimum:

- (1) Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;
- (2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
- (3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
- (4) Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the directory of certified businesses;
- (5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
- (6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises.

(b) In addition to the information provided by the contractor in paragraph (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:

- (1) whether the contractor submitted an alternative utilization plan consistent with the subcontract or supplier opportunities in the contract;
- (2) the number of certified minority- and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
- (3) The actions taken by the contractor to contact and assess the ability of certified minority- and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
- (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified minority- and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
- (5) the terms and conditions of any subcontract or provision of suppliers offered to certified minority- or women-owned business enterprises and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
- (6) whether the contractor offered to make up any inability to comply with the certified minority- and women-owned business enterprises goals in the subject State contract in other State contracts being performed or awarded to the contractor; and
- (7) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

M/WBE CONTRACTOR GOOD FAITH EFFORTS CERTIFICATION (FORM 105)

PROJECT/CONTRACT # _____

I, _____

(Contractor/Vendor)

_____ of _____

(Title)

(Company)

_____ () _____

(Address)

(Telephone Number)

do hereby submit the following as evidence of our good faith efforts to retain certified minority- and women-owned business enterprises:

- (1) Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;
- (2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
- (3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
- (4) Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the directory of certified businesses;
- (5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
- (6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises.
- (7) Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women- owned business enterprises for this procurement.

Submit additional pages as needed.

Authorized Representative Signature

Date



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Bureau of Financial Administration - Office of Fiscal Management

REQUEST FOR WAIVER FORM

BIDDER/CONTRACTOR NAME:	TELEPHONE:
ADDRESS:	EMAIL:
CITY, STATE, ZIPCODE:	FEDERAL ID NO.:
	RFP#/CONTRACT NO.:

INSTRUCTIONS: By submitting this form and the required information, the bidder/contractor certifies that Good Faith Efforts have been taken to promote M/WBE participation pursuant to the M/WBE goals set forth under this RFP/Contract.

Please see Page 2 for additional requirements and document submission instructions.

BIDDER/CONTRACTOR IS REQUESTING (check all that apply):

<input type="checkbox"/> MBE Waiver - A waiver of the MBE goal for this grant is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial _____ %	<input type="checkbox"/> WBE Waiver - A waiver of the WBE goal for this grant is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial _____ %
<input type="checkbox"/> Waiver Pending ESD Certification (check here if subcontractor or supplier is not certified M/WBE, but an application for certification has been filed with Empire State Development) Subcontractor/Supplier Name: _____ Date of application filing: _____	

PREPARED BY (Signature): _____ DATE: _____

SUBMISSION OF THIS FORM CONSTITUTES THE APPLICANT'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.

NAME OF PREPARER:	FOR AUTHORIZED USE ONLY	
TITLE OF PREPARER:	REVIEWED BY: _____	DATE: _____
TELEPHONE:	WAIVER GRANTED <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> TOTAL WAIVER <input type="checkbox"/> PARTIAL WAIVER
EMAIL:	<input type="checkbox"/> ESD CERTIFICATION WAIVER	<input type="checkbox"/> NOTICE OF DEFICIENCY <input type="checkbox"/> CONDITIONAL WAIVER
	COMMENTS: _____	DATE: _____



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Bureau of Financial Administration - Office of Fiscal Management

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-11, as listed below. If a Waiver Pending ESD Certification is requested, please see Item 11 below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Bidder/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participations goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number and email address of the Bidder/Contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

NOTE: Unless a Total Waiver has been granted, Bidder/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by NYSED, to determine M/WBE compliance.