**Community Schools Grant (CSG): Aid to Localities**

 **Guidance and Application**

**Funding Period: August 1, 2017 to June 30, 2018**

**Education Law 211-f and Commissioner’s Regulation Section 100.19**

**GUIDANCE**

**Background**

The 2016-2017 Enacted State Budget created a $75 million set-aside within Aid to Localities for Community Schools Grants. The set aside within the State’s primary operating aid formula applies to 11 school districts that have been designated as Struggling and Persistently Struggling by the Commissioner throughout the 2016-2017 school year. Districts will use the new funding to support the operating and capital costs associated with the transformation of Struggling or Persistently Struggling schools into 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.

**Definition of Community Schools (As per CR §100.19)**

Community School shall mean a school that partners with one or more agencies with an integrated focus on rigorous academics and the fostering of a positive and supportive learning environment, and a range of school-based and school-linked programs and services that lead to improved student learning, stronger families, and healthier communities. At a minimum, programs must include, but are not limited to:

* addressing social services, health and mental health needs of students in the school and their families in order to help students arrive and remain at school ready to learn;
* providing access to services in the school community to promote a safe and secure learning environment;
* encouraging family and community engagement to promote stronger home-school relationships and increase families’ investment in the school community;
* providing access to nutrition services, resources or programs to ensure students have access to healthy food and understand how to make smart food choices;
* providing access to early childhood education to ensure a continuum of learning that helps prepare students for success;
* offering adult and/or community education opportunities, including but not limited to,access to career and technical education as well as workforce development services to students in the school and their families in order to provide meaningful employment skills and opportunities;
* offering expanded learning opportunities that include afterschool, summer school, Science, Technology, Engineering, Arts, and Math programs (STEAM) and mentoring and other youth development programs; and
* providing members of the community with access to services on school buildings and grounds consistent with all applicable laws and regulations including, but not limited to, Education Law section 414.

**Community Schools Research and Resources**

For a summary of the basic tenets of community schools and the research data supporting school improvement, child health, parent engagement, and child development, please reference pages 7-11 of *Building Community Schools: A Guide for Action* (National Center for Community Schools, The Children’s Aid Society) posted at: <http://www.childrensaidsociety.org/files/upload-docs/NCCS_Building%20Community%20Schools.pdf>.

To access the Community School Standards developed by the Coalition for Community Schools, please visit: <http://www.communityschools.org/resources/community_schools_standards_.aspx>.

To access laws and regulations regarding Community Schools Staffing please see Attachment B.

To access these three resources: *Needs Assessment Toolkit*, the *Role of a Community School Site Coordinator/Director*, and *Stages of Development in a Community School*, please visit: <http://www.p12.nysed.gov/sss/expandedlearningopps/CSGI/home.html>.

When Reviewing the Needs Assessment Toolkit:

The school’s plan to implement a community school strategy must be aligned to its community-wide needs assessments (comprehensive school and community needs assessment). To ensure that the school’s needs assessment is comprehensive, has received sufficient community input, and provides the school with sufficient details to begin to plan to implement a community school strategy, NYSED reviewers may contact the district/school to discuss the responses and request additional details. Reviewers will look at responses to each step identified in the National Center for Community Schools’ (NCCS) Needs Assessment Toolkit which is posted at: <http://www.p12.nysed.gov/sss/expandedlearningopps/CSGI/home.html>. The steps, in sequence, include:

* Getting Started (convene school’s “advisory council”; and identify each advisory council member; affiliation, and discuss who is overseeing the needs assessment process. Reviewers are looking for broad representation from the community (administrators, students, parents, Community Based Organization partners, business leaders, community leaders, etc.).If the Community Engagement Team consists of such a broad representation, it can act as the advisory council.
* Initial Analysis (identify the top five high priority needs that emerge from the review of data)
* Archival Data Review (gather and record key information)
* Surveys (develop and administer surveys for key constituent groups; compile survey results)
* Key informant interviews (conduct interviews and summarize findings)
* Focus Groups (conduct focus groups and summarize findings)
* Final Analysis (“advisory council” reviews summaries of findings; determines 3 priority needs for the next 12 months; and brainstorms recommendations to address needs)
* Reporting (write and disseminate the needs assessment report)

**Eligibility and Community Schools Grant Allocation**

As defined in Section 211-f of Education Law and CR §100.19, there are 11 school districts eligible for this grant, with a total of 10 Persistently Struggling and 62 Struggling Schools.

School Districts must apply for the funding, and in turn, are responsible for apportioning the funds among their Persistently Struggling and Struggling Schools. For a listing of those schools within districts, and details about apportioning the funds, reference Attachment A.

**Use of Funds**

Community Schools Grant funds shall be used to supplement and not supplant district expenditures and shall only be used for new expenditures on eligible operating and capital costs. Any activities that are permissible pursuant to the CSG that are newly implemented in the 2017-18 school year or were newly implemented on or after September 1, 2016 in accordance with Chapter 53 of the Laws of 2016 and section 100.19(l)(3) of the Commissioner’s regulations, and will continue to be implemented in the 2017-18 school year will be deemed approvable for the 2017-18 school year and will not be considered supplanting.

For example, if a family outreach coordinator were newly hired as of September 1, 2016, and that position was to continue in 2017-18, then CSG could pay the entire 2017-18 salary. If the coordinator were already in place as of September 1, 2016 and received an increase of salary of $5,000 in 2017-18, then CSG would only pay for the increase of $5,000. CSG funds would not pay the 2016-17 salary.

In addition, costs for provider salary/benefits or contracts may be charged to the grant, whether the service is provided by district employees or contracted individuals or community-based organizations, as long as the costs are aligned to the supplement not supplant language provided above.

Community Schools Grant funds must be used to support the operating and capital costs associated with the transformation of designated schools into 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, which may include, but need not be limited to, the following:

* providing a community school site coordinatorat each Struggling or Persistently Struggling school receiving a grant as per CR §100.19. The school district shall designate a full-time staff person to serve as the community school site coordinator at each such school who shall assist the school receiver in implementing the grant including, but not limited to, managing the development of the community school strategy for that school; coordinating and integrating service delivery at the school; ensuring the maintenance and sustainability of the community school; and consulting and coordinating with any other community school site coordinators, if applicable.

If there are circumstances that do not justify the assignment of a full-time staff person to serve as the community school coordinator for each school (e.g., the designated school is a small school and a full-time coordinator is not needed), or if the designation of one full-time site coordinator for multiple schools would be more effective (e.g., if the two schools designated in the district are small schools in close proximity and a full-time coordinator could serve both schools), the school may apply to the Commissioner for a waiver from this requirement. The template is available in the Community Schools Grant section of the OISR webpage at: <http://www.p12.nysed.gov/oisr/>;

* improving parent engagement, which may include, but need not be limited to, designating a family outreach coordinator, providing parents and families with information on and opportunities to participate in their child’s education and school community, including participation on the school’s community engagement team; in the process of local stakeholder consultation; in the community-wide needs assessment; on the steering committee; and in family literacy programs, including early childhood education, interactive literacy activities between parents and their children, and training for parents regarding how to be the primary teacher for their children and full partners in the education of their children;
* providing early childhood education programs;
* offering professional development specific to the unique needs of students enrolled in a community school and their families. Such unique needs may be determined through measures including but not limited to surveys of students, families and teachers; focus group meetings with parents, students and teachers; and/or results of comprehensive school and community needs assessments, which may be the comprehensive school and community needs assessment pursuant to these regulations, if one has been conducted for the specific school. Such professional development shall include, but not be limited to, job-embedded professional development with an emphasis on strategies that involve teacher input and feedback, as well as professional development for administrators at the school, with an emphasis on strategies that develop leadership skills, use of principles of distributive leadership, and instructional supervision;
* conducting community-wide needs assessments, provided that, if a comprehensive school and community needs assessment regarding the school has already been conducted within the past three years, such needs assessment may be used for this purpose;
* creating a steering committee to provide feedback and guidance. Such steering committee shall be made up of various school and community stakeholders which shall include, but need not be limited to, the school principal, parents of or persons in parental relation to students attending the school, teachers and other school staff assigned to the school, and students attending the school; provided that, in the case of a designated school that does not serve students in grade seven or above, the steering committee need not include students; provided further that a community engagement team established pursuant to CR §100.19 may also serve as the steering committee; and
* constructing or renovating spaces within such school buildings to serve as health suites, adult education spaces, guidance suites, resource rooms, remedial rooms, parent/community rooms, and career and technical education classrooms, plus any other capital costs necessary to implement a community school.

**Examples of Allowable Operating/Program Activities and Expenses**

Allowable activities may include, but are not limited to, the following. Any activities that are permissible pursuant to the CSG that are newly implemented in the 2017-18 school year or began on or after September 1, 2016, and will continue in the 2017-18 school year will be deemed approvable for the 2017-18 school year and will not be considered supplanting.

1. Academic:
* Contract and/or salary and benefit costs for the provision of professional development, including job-embedded professional development that improves classroom instruction for providers of regular instruction, credit-bearing enrichment programming, or academic support services for students; and is specific to the unique needs of students enrolled in the community school and their families
* Contract and/or salary and benefit costs for providers of enrichment and/or supplemental academic services to be provided to students
* Contract and/or salary and benefit costs for providers of high school equivalency, English language or similar instruction for families or community members
* Costs of supplemental instructional materials to be purchased to support regular classroom instruction or academic enrichment services for students
* Provision of developmentally appropriate early childhood education programs not otherwise provided by the school
* Other costs of academic support services approved by the Commissioner
1. Health, dental care, mental health and counseling:
* Contract and/or salary and benefit costs for fully licensed and certified professional providers of these services
* Contract and/or salary and benefit costs for providers of career counseling services for students, families or community members
* Initial site preparation and set-up expenses
* Provision of pupil services (including violence prevention counseling) and referrals for such services
* Referrals for medical, dental, other health services, and social service
* Other related costs, not supported through other available funding such as Medicaid
1. Nutrition:
* Contract and/or salary and benefit costs for providers of nutritional education
* Site preparation for ‘food bank’ type spaces
* Seeds, growing equipment, etc. for a community garden
* Other costs of nutrition programs approved by the Commissioner
1. Legal Services:
* Districts may prepare and provide space for the provision of low or no-cost legal services by external providers

1. Other services to students and their families, including but not limited to, costs for:
* Extended day programs and expanded learning opportunities
* Programs that address the needs of homeless students and their families
* Career exploration or preparation programs
* Technology access and instruction
* Provision of education and training to parents of students about the curriculum, post-graduation opportunities, educational rights, and available resources
* Improving parent engagement, including a family outreach coordinator and his/her participation in professional development, dissemination of materials, participation in the community engagement team, and on the steering committee, in family literacy programs, and training for parents to be the primary teacher for their children and full partners in their education
1. Salary and benefit costs for staff supporting the implementation of a community school strategy which means that these costs may be used to support a community school site coordinator; including participation in professional development, collaboration with universities, hospitals, and community services. They may also be used to support school administrators participating in professional development on leadership skills and the use of distributive leadership and instructional supervision
2. Costs of partnering with experts in the community schools field
3. Costs of providing early childhood education programs
4. Costs of conducting a community-wide needs assessment
5. Costs of providing members of the community with access to services on school buildings and grounds
6. Costs of operating a steering committee, including members’ participation in steering committee meetings, dissemination of materials, participation in professional development, use of building after school hours, parent members’ child care
7. Costs of staffing the spaces that are either constructed or renovated with the use of capital costs; such as the health suites, adult education spaces, and CTE classrooms
8. Costs of coordination between schools and service agencies
9. Excess cost of transportation to services provided under the Community Schools Plan (e.g., portion of transportation expense not covered by State Aid or Medicaid reimbursement)
10. Other costs incurred to maximize students' academic achievement

**Note:** As per CR §100.19, each designated school that receives a grant to deliver co-located or school-linked services shall first provide such services to the students who are enrolled in such school and their families. If a designated school has additional unused capacity after making such services available to all enrolled students and their families (e.g., not all available times for health or dental screenings have been filled on a particular day after all students enrolled in the school have been given an opportunity for an appointment or not all seats in a parenting workshop have been filled by parents of students who attend the school), the school may offer such services to students who attend feeder schools and their families so as to maximize effective and efficient use of available resources and/or students who are alumni of the school and their families in order to provide continuity of services. CR §100.19 defines “feeder school” as a school that receives Title I funds or is eligible for, but does not receive Title I funds, and from which at least 20 percent of the students in the designated school matriculated, provided that, for designated schools in which school choice, admissions lotteries, and/or open enrollment exist and in which feeder school patterns are therefore not consistent from year to year, the school district may request that a lesser percentage of students matriculating into the designated schools be considered or that up to three schools in the closest geographic proximity to the designated schools and from which students matriculate to such schools be feeder schools*.*

**Examples of Allowable Capital Grant Activities and Expenses**

Examples of allowable capital grant activities and expenses include the costs to construct or renovate spaces within the Persistently Struggling School or Struggling School’s building to serve as health suites, adult education spaces, guidance suites, resource rooms, remedial rooms, parent/community rooms, and career and technical education classrooms, plus any other capital costs necessary to implement a community school. Any activities that are permissible pursuant to the CSG that are newly implemented in the 2017-18 school year or began on or after September 1, 2016, and will continue in the 2017-18 school year will be deemed approvable for the 2017-18 school year and will not be considered supplanting.

**Note:** As per Attachment A, each school that was operating under a Department-approved closure or phase-out plan as of September 2016 and will continue to operate during the 2017-18 school year must be allocated a minimum grant of $65,815, which may only be used for program costs. These schools are not eligible for funding for capital costs.

**Additional Requirements**

* Applicants must submit a preliminary Memorandum of Understanding (MOU) between local education agencies (LEAs) and community partners. Schools should consider working with established Community School models that have a record of proven success. This preliminary MOU must minimally establish the roles and responsibilities of each partner; proposed strategies for communication and collaboration; and methods partners will employ to hold one another accountable for performance. It must provide an overview of all partners’ involvement in planning and program implementation. The preliminary MOU may take the form of a fully signed and executed MOU or a draft MOU that has not been signed by all parties.

Applicants will be required to submit a final, fully signed and 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. If the district submits a preliminary MOU with the application that takes the form of a fully signed and executed MOU, NYSED will be in a better position to approve the MOU sooner than if the district submits a draft MOU without signatures. A final, fully signed and executed MOU needs to be approved no later than September 30, 2017 or NYSED will withhold CSG funds.

* Upon receipt of the CSG funds, districts will be required to report on the Community Schools Grant, on a quarterly basis. The Office of Innovation and School Reform (OISR) will add a Community Schools Grant section to its Receivership Quarterly Report template. Quarterly report submission dates are provided in the *OISR September 2016 Field Memo:* *2016-2017 Progress Monitoring and Performance Management Field Memo*posted at <http://www.p12.nysed.gov/oisr/>. A memo specifying the 2017-18 Quarterly Report due dates will be provided to Superintendents.

**NYSED’s Reservation of Rights**

NYSED reserves the right to: (1) reject any or all proposals received in response to the Request for Applications (RFA); (2) withdraw the RFA at any time, at the agency’s sole discretion; (3) make an award under the RFA in whole or in part; (4) disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA; (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 RFA; (7) prior to the bid opening, amend the RFA 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 RFA amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful applicants within the scope of the RFA in the best interests of the state; (12) conduct negotiations with the next responsible applicant, should the agency be unsuccessful in negotiating with the selected applicant; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) 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 applicant’s proposal and/or to determine an applicant’s compliance with the requirements of the solicitation.

**Entities’ Responsibility**

Projects must operate under the jurisdiction of the local board of education, or other appropriate governing body, and are subject to at least the same degree of accountability as all other expenditures of the local agency. The local board of education, or other appropriate governing body, is responsible for the proper disbursement of, and accounting for project 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 systems. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time and effort records, delivery receipts, vendor invoices, travel documentation and payment documents.

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

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

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

***The following M/WBE requirements apply when an applicant submits an application for grant funding that exceeds $25,000 for the full grant period.***

***All forms referenced here can be found in the M/WBE Documents section at the end of this application.***

All applicants are required to comply with NYSED’s Minority and Women-Owned Business Enterprises (M/WBE) policy. Compliance can be achieved by one of the three methods described below. Full participation by meeting or exceeding the M/WBE participation goal for this grant is the preferred method.

M/WBE participation includes services, materials, or supplies purchased from minority and women-owned firms certified with the NYS Division of Minority and Women Business Development. Not-for-profit agencies are not eligible for this certification. For additional information and a listing of currently certified M/WBEs, see the [NYS MWBE Directory](https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687).

The M/WBE participation goal for this grant is 30% of each applicant’s total discretionary non-personal service budget. Discretionary non-personal service budget is defined as total budget, excluding the sum of funds budgeted for:

1. direct personal services (i.e., professional and support staff salaries) and fringe benefits;

2. rent, lease, utilities and indirect costs, if these items are allowable expenditures; and

3. that portion of the budget in purchased services used for direct educational services provided by public or not for profit organizations.

The M/WBE Goal Calculation Worksheet is provided for use in calculating the dollar amount of the M/WBE goal for this grant application.

All requested information and documentation should be provided at the time of submission. If this cannot be done, the applicant will have thirty days from the date of notice of award to submit the necessary documents and respond satisfactorily to any follow-up questions from the Department. Failure to do so may result in loss of funding.

**METHODS TO COMPLY**An applicant can comply with NYSED’s M/WBE policy by one of three methods:

1. **Full Participation** - This is the preferred method of compliance. Full participation is achieved when an applicant meets or exceeds the participation goals for this grant.

COMPLETE FORMS:

 M/WBE Goal Calculation Worksheet

 M/WBE Cover Letter

 M/WBE 100 Utilization Plan

 M/WBE 102 Notice of Intent to Participate

**2. Partial Participation, Partial Request for Waiver** - This is acceptable only if good faith efforts to achieve full participation are made and documented, but full participation is not possible.

COMPLETE FORMS:

 M/WBE Goal Calculation Worksheet

 M/WBE Cover Letter

 M/WBE 100 Utilization Plan

 M/WBE 101 Request for Waiver

 M/WBE 102 Notice of Intent to Participate

 M/WBE 105 Contractor’s Good Faith Efforts

**3. No Participation, Request for Complete Waiver** - This is acceptable only if good faith efforts to achieve full or partial participation are made and documented, but do not result in any participation by M/WBE firm(s).

COMPLETE FORMS:

 M/WBE Goal Calculation Worksheet

 M/WBE Cover Letter

 M/WBE 101 Request for Waiver

 M/WBE 105 Contractor’s Good Faith Efforts

**GOOD FAITH EFFORTS**

Applicants must make a good faith effort to solicit NYS certified M/WBE firms as subcontractors and/or suppliers to achieve the goals for this grant. Solicitations may include, but are not limited to: advertisements in minority and women-centered publications; solicitation of vendors found in the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687); and the solicitation of minority and women-oriented trade and labor organizations.

Good faith efforts include actions such as setting up meetings or announcements to make M/WBEs aware of supplier and subcontracting opportunities, identifying logical areas of the grant project that could be subcontracted to M/WBE firms, and utilizing all current lists of M/WBEs who are available for and may be interested in subcontracting or supplying goods for the project.

Applicants should document their efforts to comply with the stated M/WBE goals and submit this with their applications as evidence. Examples of acceptable documentation can be found in form M/WBE 105, Contractor’s Good Faith Efforts. NYSED reserves the right to reject any application for failure to document “good faith efforts.”

**REQUEST FOR WAIVER**

When full participation cannot be achieved, applicants must submit a Request for Waiver (M/WBE 101). Requests for Waivers must be accompanied by documentation explaining the good faith efforts made and reasons they were unsuccessful in obtaining M/WBE participation.

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.

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

NYSED’s M/WBE Coordinator is available to assist applicants in meeting the M/WBE goals. The Coordinator can be reached at MWBE@nysed.gov.

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

**Community Schools Grant Application**

**DISTRICT COVER PAGE**

|  |  |
| --- | --- |
| **District:** | **BEDS Code:** |
| **Address:**  |
| **CSG Program** **Contact Person:** | **Contact Person’s****Telephone:** |
| **Contact Person’s Address:** |
| **Contact Person’s E-mail Address:** | **Contact Person’s Fax:** |

|  |
| --- |
| I hereby certify that I am the applicant’s Chief 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 Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, and Appendix A-1G and that the requested budget amounts are necessary for the implementation of this project. I understand that this application constitutes an offer and, if accepted by the NYSED or renegotiated to acceptance, will form a binding agreement. I also agree that immediate written notice will be provided to NYSED if at any time I learn that this certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.  |
| Authorized Signature of Chief Administrative Officer (**in blue ink**)  |
| Typed Name:       | Date:       |

**Application Submission Directions and Important Dates**

A pre-recorded applicant informational webinar will be emailed to Superintendents with the CSG application and will be posted at <http://www.p12.nysed.gov/oisr/>.

1. **E-copy:** **By 5:00 p.m.** on July 28, 2017, each district emails one complete application package to OISR@nysed.gov with the subject line reading: “CSG Application.”Reference the CSG Application Submission Checklist for all documents to be included in the application package.
2. **Hard copies:** In addition to emailing the application package, and by **5:00 p.m**. on July 28, 2017, also mail the following:
* one signed hard copy of the District Cover Page, and
* one signed original FS-10 (with two copies, and
* one signed original M/WBE (with one copy) aligned to the FS-10 to:

NYS Education Department

Office of Innovation and School Reform

Attention: Community Schools Grant Application

89 Washington Avenue

5N EB Mezzanine

Albany, NY 12234

1. Questions can be submitted to OISR@nysed.gov with the subject line reading: “CSG Application Questions.” OISR will provide responses in a timely manner. OISR will post a Q and A document at: <http://www.p12.nysed.gov/oisr/> no later than July 21, 2017.

**Part I: Planning, Implementing, and Operating a Community School**

Each district is required to address every element below for each of its Receivership schools (Persistently Struggling and Struggling School) located in the district and identified on Attachment A. The district may respond to the items either in narrative or table form, given that there may be some overlap in responses.

1. Community Schools Grant funds require that all applications for funding pursuant to CR §100.19 include detailed plans and timelines for ensuring substantial parent, teacher, and community engagement in the planning, implementation and operations of the community schools.

1. Describe the plan and timeline to hold public meetings with parents, teachers, and community members at least quarterly during the school year to provide information and solicit input regarding the planning, implementation and operations of the community schools.
2. Describe the plan and timeline regarding how the district will ensure provision of written notices and communications to parents, teachers, other school personnel, and community members as often as practicable through means that shall include, but need not be limited to, email and posting on the district’s internet website, if one exists. All such notices and communications shall be provided in English and translated, to the extent practicable, into the recipient’s native language or mode of communication.
3. Explain how such meetings provide parents, teachers, and community members with meaningful opportunities to provide input and feedback via a variety of widely accessible methods of communication, such as email, telephone, and/or access to the community school site coordinator and/or the steering committee.
4. List the engagement activities that have either taken place or will take place in order to cooperate with local collective bargaining units regarding any elements of the community school model that require changes to the collective bargaining agreement and results.
5. Describe the governance structure to be used at each school in order to implement the community school strategy plan, including the roles and responsibilities of the community school site coordinator. As described in the *Use of Funds* section, the community school site coordinator shall assist the school receiver in implementing the grant including, but not limited to, managing the development of the community school strategy for that school; coordinating and integrating service delivery at the school; ensuring the maintenance and sustainability of the community school; and consulting and coordinating with any other community school site coordinators, if applicable. Provide this information even if you are not using these grant funds to pay for the community school site coordinator.
6. Describe how the district provided appropriate community partners and /or the community engagement teams an opportunity to review and provide feedback on the application.

**Part II: Plans to Implement the Community School Strategy**

**Directions:** Complete one Attachment C for each of the Receivership schools within the district.

**Notes:**

* The *Community Schools Research and Resources* section on page 2 provides additional resources on conducting a community-wide needs assessment.
* When completing Attachment C, and to avoid duplication of efforts, schools having selected Demonstrable Improvement Indicator #2: *Plan for and Implement a Community School Model*, should use the information being written into the Year 2 report due to the NYSED Office of Student Support Services by June 1, 2017.

**Part III: Budget Requirements**

**Directions:** As per the guidance below:

* Submit one district FS-10 addressing each Receivership school within the district, AND
* Submit one Attachment D: District Summary Budget Narrative.
1. The FS-10 must address each Receivership school, and every budget item must be aligned to a school, and must be identified as either a capital or a program cost.
2. The total amount of funds the district allocates for capital or program costs must not exceed the amounts provided on Attachment A’s *Community Schools Grant Allocations by District* table.
3. The district must apportion its total amount of CSG funds to each of its Receivership schools by adhering to this guidance provided on Attachment A:
* Each school that was not operating under a State approved closure or phase out plan as of September 2016 and will continue to operate in the 2017-18 school year must be allocated a minimum grant of $100,000, which may be used for program and/or capital costs.
* Each school that was operating under a State approved closure or phase out plan as of September 2016 and will continue operations in the 2017-18 school year must be allocated a minimum grant of $65,815, which may only be used for program costs.
1. Attachment D: District Summary Budget Narrative, Part II: Attachment C, and the FS-10 must be aligned.

As with all FS-10s:

1. The FS-10 Budget Form is posted at: <http://www.oms.nysed.gov/cafe>. Use the project period of August 1, 2017 to June 30, 2018.
2. Project costs must be reasonable and necessary to cover program expenses and be in compliance with applicable State laws and regulations and the Department’s Fiscal Guidelines for Federal and State Aided Grants (available at [http://www.oms.nysed.gov/cafe/guidance/guidelines.html](http://www.oms.nysed.gov/cafe/guidance/guidelines.html%20)).
3. School districtsmust use the restricted indirect cost rates calculated by the Department: <http://www.oms.nysed.gov/cafe/guidance/faqs.html#indirect>.
4. The Chief Administrative Officer must sign, in blue ink, the FS-10.

**Note:** As indicated in the *Examples of Allowable Activities* *and Expenses* section of the application, the Department will review all district budgets to ensure that the activities supplement and do not supplant school program responsibilities. Community Schools Grant funds shall be used to supplement and not supplant district expenditures and shall only be used for new expenditures on eligible operating and capital costs. Any activities that are permissible pursuant to the CSG that are newly implemented in the 2017-18 school year or were newly implemented on or after September 1, 2016 in accordance with Chapter 53 of the Laws of 2016 and section 100.19(l)(3) of the Commissioner’s regulations, and will continue to be implemented in the 2017-18 school year will be deemed approvable for the 2017-18 school year and will not be considered supplanting.

Several schools may have begun to implement the community school strategy using several fund sources. On Attachment C, districts are asked to discuss fund sources used for activities and expenses associated with the implementation of community school strategy. Reviewers will compare the fund sources and implementation dates of activities listed on Attachment C with the budget requests listed on the FS-10 to ensure that there is no supplanting.

**CSG APPLICATION SUBMISSION CHECKLIST**

|  |  |  |
| --- | --- | --- |
| Documents for Submission  | *Checked – applicant* | ***Checked – SED***  |
| **Community Schools Grant Application District Cover Page*** *(one original with signature in blue ink)*
 | [ ]  | [ ]  |
| **Application Part I: Planning, Implementing, and Operating a Community School*** (one district narrative **OR** table addressing each Receivership school)
 | [ ]  | [ ]  |
| **Application Part II: Plans to Implement the Community School Strategy****For each Receivership school:*** one Attachment C and
* Updated 2017-18 School Intervention Plan and
* Copy of Needs Assessment and
* Preliminary MOU
 |   [ ]  |  [ ]  |
| **Application Part III: Budget Requirements:*** FS-10 for **August 1, 2017 to June 30, 2018;** one original signed with two copies. Forms are available at: <http://www.oms.nysed.gov/cafe/forms/>; **AND**
* one Attachment D: District Summary Budget Narrative table addressing each Receivership school
 | [ ]  | [ ]  |
| **Attachment E: Signed M/WBE Package (See checklist below.):*** (one signed M/WBE package, plus one copy)
 |   [ ]  |  [ ]  |

**M/WBE SUBMISSION CHECKLIST**

**Directions:** **Complete one Attachment E: M/WBE Documents Package aligned to the FS-10.**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

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| --- |
| **M/WBE Documents Package (containing original signatures)** [ ]  Full Participation [ ]  Request Partial Waiver [ ]  Request Total Waiver |
| Type of Form | Full Participation | Request Partial Waiver | Request Total Waiver |
| M/WBE Cover Letter | [ ]  | [ ]  | [ ]  |
| M/WBE 100 Utilization Plan | [ ]  | [ ]  | N/A |
| M/WBE 102 Notice of Intent to Participate | [ ]  | [ ]  | N/A |
| EEO 100 Staffing Plan and Instructions | [ ]  | [ ]  | [ ]  |
| M/WBE 105 Contractor’s Good Faith Efforts | N/A | [ ]  | [ ]  |
| M/WBE 101 Request for Waiver Form and Instructions | N/A | [ ]  | [ ]  |

 |
| **SED Comments:****Has the applicant submitted all of the documents listed above?** **[ ]  Yes [ ]  No****Reviewer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_** |

**ATTACHMENT A:**

**Resource on Allocations and Receivership Schools**

|  |
| --- |
| **Allocation Methodology** |
| Allocation | Dollars Per Pupil | Weightings |
| Per School Allocation |  $100,000 |
| Student enrolled in the school as of BEDS Day 2015  | $791.67per student | 1.00 |
| Student enrolled in grades 6, 7, and 8  | $39.58 per student | .05 |
| Student enrolled in grades 9, 10, 11, and 12  | $79.17 per student | .10 |
| English language learner enrolled in grades K-6  | $197.92 per student | .25 |
| English language learner enrolled in grades 7-12  | $395.84 per student | .50 |
| Low-Income Student  | $395.84 per student | .50 |
| Student with disability enrolled for 40% or less of the day in a special class  | $791.67 per student | 1.00 |
| Student with disability enrolled for at least 40% of the day in a special class  | $593.75 per student | .75 |

**Notes:**

* The four schools in Buffalo and Fowler HS located in Syracuse that announced that they were closing at the start of the 2016-2017 school year all have weightings there are reduced by 34%, as these schools do not receive funding for capital costs. The base allocation for these schools was reduced from $100,000 to $65,815.
* These are duplicated counts, so a low income high school student who is an English language learner would generate $1662.52 ($791.67 + $79.17 + $395.84 + $395.84) towards the district’s allocation.

**Apportioning Funding to Persistently Struggling and Struggling Schools**

1. The total amount of program and capital grant funds allocated to each district is provided in the *Community Schools Grant Allocations by District* table on this page.
2. The total amount of funds that each district can use for program purposes must not exceed the amount listed in the “Program Grant Maximum” column on that table; and capital costs must not exceed the amount listed in the “Capital Grant Maximum” column.
3. Districts shall decide on the amount of funding to apportion to each of its Persistently Struggling Schools and/or Struggling Schools, subject to the following restrictions:
* Each school that was not operating under a State approved closure or phase out plan as of September 2016 and will continue to operate in the 2017-18 school year must be allocated a minimum grant of $100,000, which may be used for program and/or capital costs.
* Each school that was operating under a State approved closure or phase out plan as of September 2016 and that will continue operations in the 2017-18 school year must be allocated a minimum grant of $65,815, which may only be used for program costs.
1. To confirm the names of the Persistently Struggling and Struggling Schools within your district, reference the *Persistently Struggling and Struggling Schools by District* tablebelow.
2. Part III: *Budget Requirements* provides details about completing an FS-10 budget form.

**Community Schools Grant Allocations by District**

|  |  |  |  |
| --- | --- | --- | --- |
| **District** | **Capital Grant Maximum** | **Program Grant Maximum** | **Total** |
| Albany | $ 1,251,967 | $ 2,410,362 | $ 3,662,329 |
| Buffalo | $ 3,915,338 | $ 9,406,698 | $13,322,036 |
| Hempstead | $ 1,852,189 | $ 3,565,945 | $ 5,418,134 |
| Mount Vernon | $ 302,314 | $ 582,033 | $ 884,347 |
| NYC | $ 8,678,074 | $16,707,546 | $25,385,620 |
| Poughkeepsie | $ 470,039 | $ 904,946 | $ 1,374,985 |
| Rochester\* | $ 3,803,063 | $ 7,321,883 | $11,124,946 |
| Syracuse | $ 3,376,352 | $ 6,500,354 | $ 9,876,706 |
| Troy | $ 188,324 | $ 362,572 | $ 550,896 |
| Wyandanch | $ 372,273 | $ 716,721 | $ 1,088,994 |
| Yonkers | $ 789,880 | $ 1,520,724 | $ 2,310,604 |
| Grand Total | $24,999,813 | $49,999,784 | $74,999,597 |

**Note:**

\*Within the Rochester School District’s grant, $2,281,182 is allocated to the East Upper and East Lower Schools with $1,501,360 allocated for the Program Grant and $779,822 allocated for the Capital Grant. These schools are under the management of the University of Rochester, operating as the EPO. The Rochester City School District must apportion these funds for use by these schools.

**Persistently Struggling and Struggling Schools by District**

|  |  |
| --- | --- |
| **SCHOOL** | **DISTRICT** |
| ALBANY HIGH SCHOOL | Albany |
| P J SCHUYLER ACHIEVEMENT ACADEMY | Albany |
| **\*\*\***BENNETT HIGH SCHOOL | Buffalo |
| **\*\*\***EAST HIGH SCHOOL | Buffalo |
| **\*\*\***LAFAYETTE HIGH SCHOOL | Buffalo |
| **\*\*\***RIVERSIDE INSTITUTE OF TECHNOLOGY | Buffalo |
| BUILD ACADEMY | Buffalo |
| DR LYDIA T WRIGHT SCH OF EXCELLENCE | Buffalo |
| D'YOUVILLE-PORTER CAMPUS | Buffalo |
| FRANK A SEDITA SCHOOL #30 | Buffalo |
| HARVEY AUSTIN SCHOOL #97 | Buffalo |
| HERMAN BADILLO COMMUNITY SCHOOL | Buffalo |
| INTER PREP SCH-GROVER CLEVELAND #187 | Buffalo |
| MARVA J DANIEL FUTURES PREP SCHOOL | Buffalo |
| PS 59 DR CHARLES DREW SCI MAGNET | Buffalo |
| PS 74 HAMLIN PARK ELEMENTARY SCHOOL | Buffalo |
| WEST HERTEL ELEMENTARY SCHOOL | Buffalo |
| ALVERTA B GRAY SCHULTZ MIDDLE SCHOOL | Hempstead |
| HEMPSTEAD HIGH SCHOOL | Hempstead |
| DAVIS MIDDLE SCHOOL | Mount Vernon |
| **\*\***MONROE ACAD FOR VISUAL ARTS & DESIGN | NYC |
| **\***JHS 162 LOLA RODRIGUEZ DE TIO | NYC |
| AUGUST MARTIN HIGH SCHOOL | NYC |
| BANANA KELLY HIGH SCHOOL | NYC |
| BOYS AND GIRLS HIGH SCHOOL | NYC |
| BRONX HIGH SCHOOL OF BUSINESS | NYC |
| BRONX MATHEMATICS PREP SCHOOL (THE) | NYC |
| CYPRESS HILLS COLLEGIATE PREP SCHOOL | NYC |
| DEWITT CLINTON HIGH SCHOOL | NYC |
| FLUSHING HIGH SCHOOL | NYC |
| FORDHAM LEADERSHIP-BUS/TECH | NYC |
| HERBERT H LEHMAN HIGH SCHOOL | NYC |
| HUNTS POINT SCHOOL (THE) | NYC |
| IS 117 JOSEPH H WADE  | NYC |
| IS 219 NEW VENTURE SCHOOL | NYC |
| IS 339 | NYC |
| JHS 22 JORDAN L MOTT | NYC |
| JUAN MOREL CAMPOS SECONDARY SCHOOL | NYC |
| MARTIN VAN BUREN HIGH SCHOOL | NYC |
| MS 301 PAUL L DUNBAR | NYC |
| NEW MILLENNIUM BUSINESS ACAD MS | NYC |
| PS 111 JACOB BLACKWELL | NYC |
| PS 165 IDA POSNER | NYC |
| PS 298 DR BETTY SHABAZZ | NYC |
| PS 85 GREAT EXPECTATIONS | NYC |
| PS 92 | NYC |
| SCHOOL OF PERFORMING ARTS | NYC |
| POUGHKEEPSIE MIDDLE SCHOOL | Poughkeepsie |
| EAST LOWER SCHOOL | Rochester |
| EAST UPPER SCHOOL | Rochester |
| JAMES MONROE HIGH SCHOOL | Rochester |
| NORTHEAST COLLEGE PREP HIGH SCHOOL | Rochester |
| SCHOOL 17-ENRICO FERMI | Rochester |
| SCHOOL 3-NATHANIEL ROCHESTER | Rochester |
| SCHOOL 41-KODAK PARK | Rochester |
| SCHOOL 45-MARY MCLEOD BETHUNE | Rochester |
| SCHOOL 8-ROBERTO CLEMENTE | Rochester |
| SCHOOL 9-DR MARTIN LUTHER KING JR | Rochester |
| DANFORTH MIDDLE SCHOOL | Syracuse |
| DELAWARE ACADEMY | Syracuse |
| DR KING ELEMENTARY SCHOOL | Syracuse |
| DR WEEKS ELEMENTARY SCHOOL | Syracuse |
| \*\*\*FOWLER HIGH SCHOOL | Syracuse |
| FRAZER K-8 SCHOOL | Syracuse |
| HENNINGER HIGH SCHOOL | Syracuse |
| LINCOLN MIDDLE SCHOOL | Syracuse |
| WESTSIDE ACADEMY AT BLODGETT | Syracuse |
| PS 2 | Troy |
| MILTON L OLIVE MIDDLE SCHOOL | Wyandanch |
| CROSS HILL ACADEMY | Yonkers |
| MLK JR HIGH TECH & COMPUTER MAGNET | Yonkers |
| MUSEUM SCHOOL 25 | Yonkers |

**Notes:**

* Each school must be allocated a minimum grant of $100,000, which may be used for program and/or capital costs, with the following exceptions:

**\***JHS 162 Lola Rodriguez De Tio, located in the New York City Department of Education, is scheduled to have a successor school upon its closure. Districts that have newly registered a school to begin operation in the 2017-18 school year in order to replace a school that had been designated as Persistently Struggling or Struggling for the entirety of the 2016-17 school year and is now closed will shortly be informed by the New York State Education Department whether such newly registered school may receive Community School Grant funding.

* \*\*Monroe Academy for Visual Arts and Design, closing in June 2017, is not eligible to receive 2017-18 funds; however, NYCDoE’s allocation includes the funds generated by this school. NYCDoE can now allocate these funds to its other Receivership schools.
* The four schools located in the Buffalo Public Schools and Fowler HS located in the Syracuse CSD are identified by “**\*\*\***” in the table above. They began the process of phasing out prior to the start of the 2016-17 school year. These five schools are not eligible for funding for capital costs; therefore, the district receives a base allocation of $65,815 for each of these schools, which was to be provided to these schools for program activities only Because four schools are closing in June 2017, they are not eligible to receive 2017-18 CSG funds; however, the allocations for the Buffalo Public Schools and the Syracuse City School District include the funds generated by these schools, and those districts can now allocate these funds to their other Receivership schools. Bennett HS #200 has been granted an extension through 8/31/17 and has access to CSG funds for program activities only through that date. The weighted allocations for these schools are also reduced by 34%.

**ATTACHMENT B:**

**Resource on Community Schools Staffing**

1. **PROVISION OF SERVICES:**

Reference the NYSED Office of Counsel’s website for the *Frequently Asked Questions Related to Contracts for Instruction posted at:* <http://www.counsel.nysed.gov/memos/q_and_a_contracts>. This document provides the school districts with information about staffing positions and the provision of services to students vs. those provided to family members.

**2. EXAMPLES:**

**Organizations providing professional services:**

Some districts may want to create a new corporate or business entity to provide professional services to the public, including students. A public school district only has the authority and powers enumerated in the Education Law. We are unaware of any authority in the Education Law for a public school district to create such an entity or to provide treatment services to the community. An entity providing professional services must be a valid entity established under the Business Corporation Law.

**Practice of these professions in a public school:**

Part 80 of the Regulations of the Commissioner of Education establish certificate titles and credentials for teachers and pupil personnel service providers, including school counselors, school psychologists, school social workers, and others. Where a position is certified as being part of the teaching and supervisory staff of a school district, such as a school social worker, a board of education must fill such position by appointment of a district employee holding the appropriate certificate. A district cannot circumvent this requirement by instead employing or referring the student to a professional licensee who does not have the appropriate certificate issued under Part 80. (See Appeal of Barker, 46 Ed Dept Rep 430, Decision No. 15,375; Education Law §3012). Therefore, each specific proposed service for each student must be scrutinized to determine whether a certificate holder would be authorized to provide that service. If so, the service must be provided by an appropriately certified district employee. Similarly, a board of education does not have authority to contract with an independent contractor to provide instructional or educational services (See Appeal of Barker, Decision No. 15,375 [March 8, 2006], wherein the Commissioner of Education directed the school district to reinstate a certified school social worker who was discharged when such services were contracted out to a private entity). (See also; Appeal of Boark, et al., 60 A.D.2d 13; appeal denied, 44 NY2d 647; Appeal of McKenna, et al., 42 Ed Dept Rep 54, Decision No. 14,774; Appeal of Niver, 22 id. 421, Decision No. 11,020).

**Related Services for Students with Disabilities**:

Pursuant to Education Law §4402[2] a board of education must provide related services as part of the continuum of special services and programs available to students with disabilities to enable such students to benefit from instruction (see Education Law §4402[2]). Part 200.1 of the Commissioner’s Regulations defines the “related services” that may be provided to a student to assist a student with a disability. These services include psychological services, counseling services, rehabilitation counseling services, parent counseling and training, school health services, school nurse services, school social work, and other appropriate support services. Section 200.6(b)(3) requires that “related services” be provided by individuals with an appropriate certification or license for each “related service”. As discussed above, however, related services that overlap services that a school social worker can provide must be provided by an individual holding a school social worker certificate. Where a district does not employ for example, its own school social worker as a member of its teaching and supervisory staff to provide related services to its students with disabilities, it may contract for such services only with a board of cooperative educational services or neighboring school district to obtain such services (Appeal of Barker, Decision No. 15,375; Matter of Friedman, 19 Ed Dept Rep 522, Decision No. 10,236; Education Law §4401). A school district may employ a professional licensee or refer the student to an outside licensed professional only when there is no certificate title covering such services. Any arrangement for referrals by the district to a licensee must be consistent with the Rules of the Board of Regents regarding fee-splitting and referrals.

**3. Public Health Law Article 28: Establishing School-Based Health Centers:** They must be developed in accordance to Article 28; and applications are to be submitted to the Department of Health <http://www.health.ny.gov/funding/rfa/inactive/0510201200/0510201200.pdf>

**4. Education Law Article 19: Medical and Health Services:** <http://www.p12.nysed.gov/sss/schoolhealth/schoolhealthservices/Article19Revisions.html>

**ATTACHMENT C:**

**PART II: Plans to Implement the Community School Strategy**

**Directions: Complete one Attachment C for each Receivership school. As needed, make additional copies of this blank attachment.**

|  |
| --- |
| **District:** |
| **Receivership School:** |
| **Community School Site Coordinator’s Name:****Is the district submitting a waiver from the requirement of having a full-time coordinator at each school?** |
| **Community School Partners (Names of Agencies):****A preliminary MOU is attached \_\_\_\_\_\_\_ OR is not attached because \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** |
| **Steering Committee Names and Titles:** (Membership can be the same as that of the Community Engagement Team established pursuant CR § 100.19.) |
| **Names of Feeder Schools that may receive co-located or school-linked services, as defined in the *Examples of Allowable Operating/Program Activities and Expenses* section of the application:** |
| **School’s Total CSG Budget** *(Minimum $100,000 or $65, 815; see Attachment A.)***$** | **Program Costs:** **$** | **Capital Costs:** **$** |
|  |
| **Comprehensive Needs Assessment is Attached:** * Yes, completed on \_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_.
* No, one has not been conducted. Date we will begin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* No, in process, anticipated date of completion is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
 |
|  |
| **2017-18 School Intervention Plan Updates are Attached** **(Identify, in bold, updated information regarding changes due to the CSG funds.):*** **PSS Only:** Yes, updates are attached. During the 2017-2018 school year, I will use my PSSG funds to implement my new/revised SCEP \_\_\_, my revised SIG plan \_\_\_, or my revised SIF plan \_\_\_.
* **SS Only:** Yes, updates are attached. During the 2017-2018 school year, I will implement a:
* SIG Plan \_\_\_
* SIF Plan \_\_\_
* SCEP Plan \_\_\_
* **PSS or SS:** No, updates are not attached because:
 |

**When responding to items 1- 6 below, please reference the guidance section of the application, specifically Community Schools Research and Resources which begins on page 2 of this application**.

**Please provide a narrative for items 1- 6 below:**

1. Discuss the school’s community-wide needs assessment, by referencing each step in the NCCS’ Needs Assessment Toolkit. The school does not have to use the templates provided in the Toolkit, rather ensure that the major components of each step have been addressed.
* If such a needs assessment has been conducted within the past three years, reference each step, and briefly describe the major findings. Attach a copy with this application.
* If one has not been conducted within that timeframe, describe the school’s plan to conduct one, including the amount of the CSG funds to be allocated to each step, and for what specific activities.
1. When a community-wide needs assessment has been conducted, the school takes the findings and develops a plan to implement a community school strategy. For each agency listed in the chart above, discuss (a) how the school chose that agency as a partner, (b) why it chose that agency as a partner, (c) what that agency/partner will contribute toward implementing a community school strategy in this school, and (d) specifically how that agency/partner will be involved in both shared leadership and in decision-making processes with the school. Applicants must submit a preliminary Memorandum of Understanding (MOU) between local education agencies (LEAs) and community partners. Schools should consider working with established Community School models that have a record of proven success. This preliminary MOU must minimally establish the roles and responsibilities of each partner; proposed strategies for communication and collaboration; and methods partners will employ to hold one another accountable for performance. It must provide an overview of all partners’ involvement in planning and program implementation. The preliminary MOU may take the form of a fully signed and executed MOU or a draft MOU that has not been signed by all parties. Applicants will be required to submit a final, fully signed and 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. If the district submits a preliminary MOU with the application that takes the form of a fully signed and executed MOU, NYSED will be in a better position to approve the MOU sooner than if the district submits a draft MOU without signatures. A final, fully signed and executed MOU needs to be approved no later than September 30, 2017 or NYSED will withhold CSG funds.
2. Discuss the specific professional development that will be provided, with regard to (a) the unique needs of students enrolled in a community school and their families; (b) measures used to determine those needs (surveys of students, families and teachers; focus group meetings with parents, students and teachers; and/or results of comprehensive school and community needs assessments); and (c) types of professional development to be offered, including job-embedded professional development with an emphasis on strategies that involve teacher input and feedback, as well as professional development for administrators at the school, with an emphasis on strategies that develop leadership skills, use of principles of distributive leadership, and instructional supervision;
3. Discuss how the steering committee will provide feedback and guidance. Such steering committee shall be made up of various school and community stakeholders which shall include, but need not be limited to, the school principal, parents of or persons in parental relation to students attending the school, teachers and other school staff assigned to the school, and students attending the school; provided that, in the case of a designated school that does not serve students in grade seven or above, the steering committee need not include students; provided further that a community engagement team established pursuant to CR §100.19 may also serve as the steering committee.
4. Attach an updated school intervention plan and identify in bold font any changes in the plan that will result from implementation of the CSG. The plan should align to the information provided in the cover page above. If necessary, provide comments.
5. As per CR §100.19 (a) (8), the school’s plan to implement a community school strategy must include, but is not limited to, the following components (A-H). Respond to each prompt for each component. Ifthe school’s community-wide needs assessment indicates that a particular component is not a high need area in the school or community, discuss relevant data taken from the needs assessment that led the stakeholders, including the school’s Community Engagement Team, to the conclusion that the component is not a priority area at this time. As necessary, add more rows.

**In addition to providing the narratives for items 1- 6, please complete the chart below.**

|  |
| --- |
| 1. **addressing social services, health and mental health needs of students in the school and their families in order to help students arrive and remain at school ready to learn**
 |
| 1. Prior to implementation of the CSG, a school may have already begun to implement a community school strategy. Describe the activities currently in place, the implementation dates, and the funding sources (e.g., SIG, SIF).
 |
| 2. For each activity to be funded by the CSG, please complete items 2a – 2g. |
| a. Describe each activity (Could be one to be newly implemented in 2017-18, or one that began on or after 9/1/16 and will continue in the 2017-18 school year). | b. Describe Alignment to Needs Assessment. | c. Identify Alignment to Demonstrable Improvement Indicator(s). | d. Describe the Progress Monitoring Used to Measure Impact on Student Achievement. | e. Describe the Timeline for Implementation. | f. SIG, SIF, PSSG, or SCEP Page # updated (Identify new info in bold font.) | g. Budgeted Item, Amount, and Code on the FS-10 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 1. **providing access to services in the school community to promote a safe and secure learning environment**
 |
| 1. Prior to implementation of the CSG, a school may have already begun to implement a community school strategy. Describe the activities currently in place, the implementation dates, and the funding sources (e.g., SIG, SIF).
 |
| 2. For each activity to be funded by the CSG, please complete items 2a – 2g. |
| a. Describe each activity (Could be one to be newly implemented in 2017-18, or one that began on or after 9/1/16 and will continue in the 2017-18 school year). | b. Describe Alignment to Needs Assessment. | c. Identify Alignment to Demonstrable Improvement Indicator(s). | d. Describe the Progress Monitoring Used to Measure Impact on Student Achievement. | e. Describe the Timeline for Implementation. | f. SIG, SIF, PSSG, or SCEP Page # updated (Identify new info in bold font.) | g. Budgeted Item, Amount, and Code on the FS-10 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 1. **encouraging family and community engagement to promote stronger home-school relationships and increase families’ investment in the school community; As indicated in CR §100.19, improving parent engagement may include designating a family outreach coordinator, providing parents and families with information on and opportunities to participate in their child’s education and school community, including participation on the school’s community engagement team; in the process of local stakeholder consultation; in the community-wide needs assessment; on the steering committee; and in family literacy programs, including early childhood education, interactive literacy activities between parents and their children, and training for parents regarding how to be the primary teacher for their children and full partners in the education of their children.**
 |
| 1. Prior to implementation of the CSG, a school may have already begun to implement a community school strategy. Describe the activities currently in place, the implementation dates, and the funding sources (e.g., SIG, SIF).
 |
| 2. For each activity to be funded by the CSG, please complete items 2a – 2g. |
| a. Describe each activity (Could be one to be newly implemented in 2017-18, or one that began on or after 9/1/16 and will continue in the 2017-18 school year). | b. Describe Alignment to Needs Assessment. | c. Identify Alignment to Demonstrable Improvement Indicator(s). | d. Describe the Progress Monitoring Used to Measure Impact on Student Achievement. | e. Describe the Timeline for Implementation. | f. SIG, SIF, PSSG, or SCEP Page # updated (Identify new info in bold font.) | g. Budgeted Item, Amount, and Code on the FS-10 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 1. **providing access to nutrition services, resources or programs to ensure students have access to healthy food and understand how to make smart food choices**
 |
| 1. Prior to implementation of the CSG, a school may have already begun to implement a community school strategy. Describe the activities currently in place, the implementation dates, and the funding sources (e.g., SIG, SIF).
 |
| 2. For each activity to be funded by the CSG, please complete items 2a – 2g. |
| a. Describe each activity (Could be one to be newly implemented in 2017-18, or one that began on or after 9/1/16 and will continue in the 2017-18 school year). | b. Describe Alignment to Needs Assessment. | c. Identify Alignment to Demonstrable Improvement Indicator(s). | d. Describe the Progress Monitoring Used to Measure Impact on Student Achievement. | e. Describe the Timeline for Implementation. | f. SIG, SIF, PSSG, or SCEP Page # updated (Identify new info in bold font.) | g. Budgeted Item, Amount, and Code on the FS-10 |
|  |  |  |  |  |  |  |
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| 1. **providing access to early childhood education to ensure a continuum of learning that helps prepare students for success**
 |
| 1. Prior to implementation of the CSG, a school may have already begun to implement a community school strategy. Describe the activities currently in place, the implementation dates, and the funding sources (e.g., SIG, SIF).
 |
| 2. For each activity to be funded by the CSG, please complete items 2a – 2g. |
| a. Describe each activity (Could be one to be newly implemented in 2017-18, or one that began on or after 9/1/16 and will continue in the 2017-18 school year). | b. Describe Alignment to Needs Assessment. | c. Identify Alignment to Demonstrable Improvement Indicator(s). | d. Describe the Progress Monitoring Used to Measure Impact on Student Achievement. | e. Describe the Timeline for Implementation. | f. SIG, SIF, PSSG, or SCEP Page # updated (Identify new info in bold font.) | g. Budgeted Item, Amount, and Code on the FS-10 |
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| 1. **offering adult and/or community education opportunities, including but not limited to, access to career and technical education as well as workforce development services to students in the school and their families in order to provide meaningful employment skills and opportunities**
 |
| 1. Prior to implementation of the CSG, a school may have already begun to implement a community school strategy. Describe the activities currently in place, the implementation dates, and the funding sources (e.g., SIG, SIF).
 |
| 2. For each activity to be funded by the CSG, please complete items 2a – 2g. |
| a. Describe each activity (Could be one to be newly implemented in 2017-18, or one that began on or after 9/1/16 and will continue in the 2017-18 school year). | b. Describe Alignment to Needs Assessment. | c. Identify Alignment to Demonstrable Improvement Indicator(s). | d. Describe the Progress Monitoring Used to Measure Impact on Student Achievement. | e. Describe the Timeline for Implementation. | f. SIG, SIF, PSSG, or SCEP Page # updated (Identify new info in bold font.) | g. Budgeted Item, Amount, and Code on the FS-10 |
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| 1. **offering expanded learning opportunities that include afterschool, summer school, Science, Technology, Engineering, Arts, and Math programs (STEAM) and mentoring and other youth development programs**
 |
| 1. Prior to implementation of the CSG, a school may have already begun to implement a community school strategy. Describe the activities currently in place, the implementation dates, and the funding sources (e.g., SIG, SIF).
 |
| 2. For each activity to be funded by the CSG, please complete items 2a – 2g. |
| a. Describe each activity (Could be one to be newly implemented in 2017-18, or one that began on or after 9/1/16 and will continue in the 2017-18 school year). | b. Describe Alignment to Needs Assessment. | c. Identify Alignment to Demonstrable Improvement Indicator(s). | d. Describe the Progress Monitoring Used to Measure Impact on Student Achievement. | e. Describe the Timeline for Implementation. | f. SIG, SIF, PSSG, or SCEP Page # updated (Identify new info in bold font.) | g. Budgeted Item, Amount, and Code on the FS-10 |
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| 1. **providing members of the community with access to services on school buildings and grounds consistent with all applicable laws and regulations, including but not limited to Education Law section 414**
 |
| 1. Prior to implementation of the CSG, a school may have already begun to implement a community school strategy. Describe the activities currently in place, the implementation dates, and the funding sources (e.g., SIG, SIF).
 |
| 2. For each activity to be funded by the CSG, please complete items 2a – 2g. |
| a. Describe each activity (Could be one to be newly implemented in 2017-18, or one that began on or after 9/1/16 and will continue in the 2017-18 school year). | b. Describe Alignment to Needs Assessment. | c. Identify Alignment to Demonstrable Improvement Indicator(s). | d. Describe the Progress Monitoring Used to Measure Impact on Student Achievement. | e. Describe the Timeline for Implementation. | f. SIG, SIF, PSSG, or SCEP Page # updated (Identify new info in bold font.) | g. Budgeted Item, Amount, and Code on the FS-10 |
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**ATTACHMENT D:**

**District Summary Budget Narrative**

**Directions: In completing the table below, please be sure to list every Receivership school in your district and reference all of the information provided on Attachment A so that this table aligns to Attachment A and to the FS-10. As needed, please add more rows to the table.**

|  |
| --- |
| **District:** |
|  |
| **School Name** | **School Minimum Required ($100,000 or $65,815)** | **School Program Grant Total** | **School Capital Grant Total** | **School Total CSG Budget**  |
|  |  |  |  |  |
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|  |  |  |  |  |
|  |  | **District Program Grant Total****$** | **District Capital Grant Total****$** | **District Total CSG Budget****$** |

**ATTACHMENT E:**

**M/WBE Documents**

**Directions: Complete one M/WBE Documents Package aligned to the FS-10.**

**M/WBE Goal Calculation Worksheet**

**RFP # and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Applicant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The M/WBE participation for this grant is **30%** of each applicant’s total discretionary non-personal service budget. Discretionary non-personal service budget is defined as the total budget, excluding the sum of funds budgeted for direct personal services (i.e., professional and support staff salaries) and fringe benefits, as well as rent, lease, utilities, and indirect costs, if these are allowable expenditures.

Please complete the following table to determine the dollar amount of the M/WBE goal for this grant application.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Budget Category** | **Amount budgeted for items excluded from M/WBE calculation** | **Totals** |
|  | **Total Budget** |  |  |
|  | **Professional Salaries** |  |  |
|  | **Support Staff Salaries** |  |  |
|  | **Fringe Benefits** |  |  |
|  | **Indirect Costs** |  |  |
|  | **Rent/Lease/Utilities\*** |  |  |
|  | **Sum of lines 2, 3 ,4 ,5, and 6** |  |  |
|  | **Line 1 minus Line 7** |  |  |
|  | **M/WBE Goal percentage (30%)** |  | **0.30** |
|  | **Line 8 multiplied by Line 9 =MWBE goal amount** |  |  |

\*If not included in #5

**M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** All bidders/applicants submitting responses to this procurement/project must complete this M/WBE Utilization Plan unless requesting a total waiver and submit it as part of their proposal/application. 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/applicant.

Bidder/Applicant’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone/Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Federal ID No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RFP No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Certified M/WBE** | **Classification****(check all applicable)** | **Description of Work****(Subcontracts/Supplies/Services)** | **Annual Dollar Value of** **Subcontracts/Supplies/Services** |
| NAME ADDRESSCITY, ST, ZIPPHONE/E-MAILFEDERAL ID No. | NYS ESD CertifiedMBE \_\_\_\_\_\_WBE \_\_\_\_\_\_ |  | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| NAMEADDRESSCITY, ST, ZIPPHONE/E-MAILFEDERAL ID No. | NYS ESD CertifiedMBE \_\_\_\_\_\_WBE \_\_\_\_\_\_ |  | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

PREPARED BY (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER/APPLICANT’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/APPLICATION DISQUALIFICATION.**

|  |
| --- |
| REVIEWED BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_UTILIZATION PLAN APPROVED YES/NO DATE \_\_\_\_\_\_\_\_\_\_NOTICE OF DEFICIENCY ISSUED YES/NO DATE \_\_\_\_\_\_\_\_\_\_NOTICE OF ACCEPTANCE ISSUED YES/NO DATE \_\_\_\_\_\_\_\_\_\_ |

NAME AND TITLE OF PREPARER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (*print or type)*

TELEPHONE/E-MAIL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**M/WBE 100**

**M/WBE SUBCONTRACTORS AND SUPPLIERS NOTICE OF INTENT TO PARTICIPATE**

|  |
| --- |
| INSTRUCTIONS: Part A of this form must be completed and signed by the Bidder/Applicant unless requesting a total waiver. Parts B & C of this form must be completed by MBE and/or WBE subcontractors/suppliers. The Bidder/Applicant must submit a separate M/WBE Notice of Intent to Participate form for each MBE or WBE as part of the proposal/application. |
|  |
| Bidder/Applicant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Federal ID No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_ Zip Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Authorized Representative of Bidder/Applicant’s Firm Print or Type Name and Title of Authorized Representative of Bidder/Applicant’s FirmDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **PART B - THE UNDERSIGNED INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE PROCUREMENT/APPLICATION:**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/APPLICANT CONDITIONED UPON THE BIDDER/APPLICANT’S EXECUTION OF A CONTRACT WITH THE NYS 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 |

**M/WBE 102**

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

PROJECT/CONTRACT #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Bidder/Applicant)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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

**M/WBE 105**

**M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION**

**RFP#/PROJECT NAME**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized Representative) (Title) (Bidder/Applicant’s Company)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Address) (Phone)

I certify that the following New York State Certified Minority/Women Business Enterprises were contacted to obtain a quote for work to be performed on the abovementioned project/contract.

List of date, name of M/WBE firm, telephone/e-mail address of M/WBEs contacted, type of work requested, estimated budgeted amount for each

quote requested.

 **ESTIMATED**

 **DATE** **M/WBE NAME PHONE/EMAIL TYPE OF WORK BUDGET REASON**

1.

2.

3.

4.

5.

To the best of my knowledge and belief, said New York State Certified Minority/Women Business Enterprise contractor(s) was/were not selected, unavailable for work on this project, or unable to provide a quote for the following reasons: Please check appropriate reasons given by each MBE/WBE firm contacted above.)

 \_\_\_\_\_\_\_**A.** Did not have the capability to perform the work

 \_\_\_\_\_\_\_**B**. Contract too small

 \_\_\_\_\_\_\_**C.** Remote location

 \_\_\_\_\_\_\_**D.** Received solicitation notices too late

 \_\_\_\_\_\_\_**E.** Did not want to work with this contractor

 \_\_\_\_\_\_\_**F.** Other (give reason) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Representative Signature**  **Date** **Print Name**

**M/WBE 105A**

**REQUEST FOR WAIVER FORM**

|  |  |
| --- | --- |
| **BIDDER/APPLICANT NAME:** | **TELEPHONE:****EMAIL:** |
| **ADDRESS:** | **FEDERAL ID NO.:** |
| **CITY, STATE, ZIPCODE:** | **RFP#/PROJECT NO.:** |

**INSTRUCTIONS: By submitting this form and the required information, the bidder/applicant 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/APPLICANT IS REQUESTING (check all that apply):** |
| * **MBE Waiver** - A waiver of the MBE goal for this procurement is requested.
* **Total 🞎 Partial \_\_\_\_\_\_\_%**
 | * **WBE Waiver** - A waiver of the WBE goal for this procurement is requested.
* **Total 🞎 Partial \_\_\_\_\_\_\_%**
 |
| * **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 BIDDER/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:TELEPHONE:EMAIL: | REVIEWED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**WAIVER GRANTED 🞎 YES 🞎 NO**  🞎 TOTAL WAIVER 🞎 PARTIAL WAIVER 🞎 ESD CERTIFICATION WAIVER 🞎 NOTICE OF DEFICIENCY  🞎 CONDITIONAL WAIVERCOMMENTS:  |

**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/Applicant 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/Applicant'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/Applicant 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.**

|  |
| --- |
| **EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN (Instructions on Page 2)** |
| Applicant Name:  |   |   | Telephone: |   |   |   |
| Address: |   |   | Federal ID No.: |   |   |
| City, State, ZIP: |   |   | Project No: |   |   |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Report includes: |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |
|   | Work force to be utilized on this contract OR |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   | Applicant’s total work force |   |   |  |  |  |  |
| **Enter the total number of employees in each classification in each of the EEO-Job Categories identified.** |   |   |   |   |   |   |   |
|  EEO - Job Categories |  Total Work Force  | Race/Ethnicity - report employees in only one category |
| Hispanic or Latino | Not-Hispanic or Latino |
| Male | Female |
| Male | Female | White | African-American or Black | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or More Races | Disabled | Veteran | White | African-American | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or More Races | Disabled | Veteran |
| Executive/Senior Level Officials and Managers |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| First/Mid-Level Officials and Managers |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Professionals |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Technicians |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Sales Workers |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Administrative Support Workers |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Craft Workers |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Operatives |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Laborers and Helpers |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Service Workers |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| TOTAL |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| PREPARED BY (*Signature*): |  |  | DATE: |  |  |  |
| NAME AND TITLE OF PREPARER:**EEO 100** | (Print or type) |   | TELEPHONE/EMAIL: |   |
| **STAFFING PLAN INSTRUCTIONS** |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| General Instructions: All Bidders/Applicants in the proposal/application must complete an EEO Staffing Plan (EEO 100) and submit it as part of the package. Where the work force to be utilized in the performance of the State contract/project can be separated out, the Bidder/Applicant shall complete this form only for the anticipated work force to be utilized on the State contract/project. Where the work force to be utilized in the performance of the State contract/project cannot be separated out, the Bidder/Applicant shall complete this form for Bidder/Applicant's total work force. |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| **Instructions for Completing:** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1. | Enter the Project number that this report applies to, along with the name, address, and federal ID number of the Bidder. |
| 2. | Check the appropriate box to indicate if the work force being reported is just for the contract/project or the Bidder/Applicant’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 M/WBE Coordinator, mwbe@mail.nyused.gov, if you have any questions. |
| 6. | Enter the name, title, phone number and 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 Appendix. |
| • | **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. |

**EEO 100**

**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, licenser, 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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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 Appendixs 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

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

26. **IRAN DIVESTMENT ACT**.  By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

(January 2014)

**APPENDIX A-1 G**

# General

1. 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.
2. 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/.
3. 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.
4. 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:
	1. 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
	2. 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.
5. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

Terminations

1. 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.

Responsibility Provisions

A. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility)

The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Safeguards for Services and Confidentiality

1. 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.

Rev. 5/12/14