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Every child is a work of art.
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January 25, 2013

New York State Education Department
Contracts Administration Unit, 505 W EB
89 Washington Ave
Albany, New York 12234

Attn: Nell Brady, RFP # TA-11

Dear Ms. Brady:

Please find enclosed one original and one copy of the Rochester City School District's School Improvement Grant (SIG) RFP# TA-11 (2013) Application and FS10 for the following school:

- General Elwell S, Otis School #30 - Closure

The application has also been submitted electronically through the Review Room portal. Thank you very much for your continued support of the students of Rochester. If you have any questions or comments, please feel to call me at the above contact information or Susan Hasenauer-Curtis at 585-262-8482.

Sincerely,

Karen Jacobs

Enclosure

xc: A. Murphy
S. Hasenauer-Curtis
J. Wertz
J. Maddison

SUBMISSION CHECKLIST - Closure Models

Documents For Submission	Checked – applicant	Checked – SED
Application Cover Sheet <i>(with original signatures in <u>blue ink</u>)</i>	X	<input type="checkbox"/>
Proposal Narrative	X	<input type="checkbox"/>
Attachment A Consultation and Collaboration Form	X	<input type="checkbox"/>
Attachment D Budget Summary Chart	X	<input type="checkbox"/>
Two FS-10 Forms: one for the Pre-implementation Period and one for the Year One Implementation Period (FS-10 available here: http://www.oms.nysed.gov/cafe/forms/)	X	<input type="checkbox"/>
Budget Narrative	X	<input type="checkbox"/>
Assurances for Federal and Discretionary Program Funds	X	<input type="checkbox"/>
<p>SED Comments: Has the applicant submitted all of the documents listed above? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Reviewer: _____ Date: _____</p>		


ORIGINAL

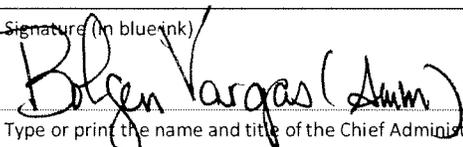
New York State Education Department
Application Cover Sheet
School Improvement Grant (SIG) 1003[g]

DO NOT WRITE IN THIS SPACE	
Log Number	Date Received

District (LEA)			LEA Beds Code:
Rochester City School District			261600010000
Lead Contact (First Name, Last Name)			
Susan Hasenauer-Curtis			
Title	Telephone	Fax Number	E-mail Address
Executive Director of School Innovation	(585) 262-8482	(585) 263-3292	SusanM.Hasenauer-Curtis@RCSDK12.org
Legal School Name for the Priority School Identified in this Application			School Beds Code
School 30-General Elwell S Otis			261600010030
Grade Levels Served by the Priority School Identified in this Application			School NCES #
Kindergarten – Grade 6			362475003400
Total Number of Students Served by the Priority School Identified in this Application			School Address (Street, City, Zip Code)
375			36 Otis Street, Rochester, 14606
School Model Proposed to be Implemented in the Priority School Identified in this Application			
Turnaround <input type="checkbox"/>	Restart <input type="checkbox"/>	Transformation <input type="checkbox"/>	Closure X

Certification and Approval

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 applicable application guidelines and instructions, 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.

CHIEF ADMINISTRATIVE OFFICER	
Signature (In blue ink) 	Date 1/24/13
Type or print the name and title of the Chief Administrative Officer Bolgen Vargas, Ed.D., Superintendent of Schools	
DO NOT WRITE IN THIS SPACE	

RECEIVED

1/25/13 JAN 25 2013

CONTRACT ADMINISTRATION

NR

 **ORIGINAL**

1. District Organizational Capacity (10 Points)

1.A. Senior Leadership that will Direct and Coordinate

The Rochester City School District has a high level of district organizational capacity to oversee the closure of School 30 and transfer students into higher performing elementary schools that will better serve their needs. This grant-funded project will fall under the purview of the Executive Director of School Innovation, which is the respective department in the Rochester City School District overseeing all school improvement and innovation grant-funded projects. The *Full STEAM Ahead* summer transition program will be managed by the current principal of School 30.

Rochester City School District

Grant Manager -- Jason Wertz, Interim Principal, School 30 – Mr. Wertz was Assistant Principal at School 7 in the Rochester City School District from 2002 – 2012, and was a teacher in the district in various elementary-level teaching positions from 1993 – 2001. As grant manager, Mr. Wertz will oversee and facilitate all aspects of the project implementation. Mr. Wertz has New York State Permanent Certification School Administrator and Supervisor, New York State Permanent Certification Social Studies 7-12, and New York State Permanent Certification Nursery, Kindergarten, and Grades 1-6.

Grant Monitor -- Susan Hasenauer-Curtis, Executive Director of School Innovation – Ms. Hasenauer-Curtis has been the Executive Director of School Innovation for the Rochester City School District since July, 2011. Prior to serving in her current position, Ms. Hasenauer-Curtis was Principal, of School 19 during the 2010 – 2011 academic year; Assistant Principal, School 19 from 2005 – 2010; and, was a teacher in the district from 1994 – 2005. As grant monitor, Ms. Hasenauer-Curtis primary functions include supervision of program implementation, grant award fiscal and program compliance, program evaluation, Personnel Activity Reports (PARs) and program final reports.

School 30 - Teachers on Design Team

Gabrielle Lahoda – Ms. Lahoda has been a teacher at School 30 since 2005 (Grade 1, Grade 3, and an Intervention teacher) and has been teaching since 2003. Ms. Lahoda has permanent certification as a New York State Certified Literacy Specialist K-12th Grade and New York State Certified Elementary Education N-6th Grade.

Suzanne Gaffney – Ms. Gaffney has been a teacher in the Rochester City School District since 2005 (Grade 2, Grade 1, and general education). Ms. Gaffney has permanent Professional Certification in Childhood Education Grades 1 – 6 and Students with Disabilities Grades 1 – 6.

Michelle Killings – Ms. Killings has been an elementary teacher since 2002, first at the Charter School of Science and Technology in Rochester (kindergarten paraprofessional

and home instructor), and has been teaching at School 30 since 2006 (Grade 6). Ms. Killings also has extensive experience teaching in expanded learning programs, including summer and after-school programs. Ms. Killings has permanent Professional Certification in Childhood Education Grades 1 – 6.

St. John Fisher College Ralph C. Wilson, Jr. School of Education

The Ralph C. Wilson, Jr. School of Education at St. John Fisher College ascribes to the following Conceptual Framework: Our beliefs, vision, mission, and goals, are all informed by our philosophy of social justice and its five related tenets: diversity, achievement, compassion, knowledge, and service. We provide our candidates, faculty and staff with insights of a more "just" world in which people treat one another civilly, humanitarily, and honorably. To accomplish this noble purpose, our candidates must know how and be able to: provide all learners with equitable access to knowledge; engage in caring and effective pedagogical practices that support the acquisition of new knowledge and skills; help students become independent and lifelong learners, and active participants; advocate for the interests of the students that they serve.

Allison Bosworth -- Director of Field Experiences and Student Teaching -- Ms. Bosworth has been the Director in the School of Education since 2000, placing all field experience candidates and student teachers in partner school across the Rochester region. SJFC collaborates with RCSD administrators to place undergraduate and graduate candidates with high-quality K-12 teachers who participate in a variety of educational activities: lesson planning, teaching small and whole groups, and tutoring programs. The goal is to scaffold experiences for candidates' maximum growth and match them in appropriate settings. Ms. Bosworth worked as a teacher in Tucson, Arizona and Atlanta, Georgia before moving to Rochester and received her MSW in 2011 from the Greater Rochester Collaborative Master of Social Work Program through Nazareth College and SUNY Brockport.

Quad A for Kids

Quad A for Kids is a comprehensive out of school time program serving elementary and middle school students in the City of Rochester, New York. Quad A serves to develop the whole child by involving them in arts, athletics, academic, and life skills events during the time outside of the normal school day. These activities help to reinforce academic learning, promote socio-emotional skills, and expose children to extraordinary learning experiences. During the school year and summer hours, Quad A operates five days per week, three hours per day within Rochester City School District elementary school buildings. During these hours children participate in a variety of events such as: exercise and nutrition programs, dance, art, reading/literacy lab, computer lab, science projects, karate, basketball, flag football, gymnastics (taught by an Olympic gold medallist), theater arts, stepping, Girl Scouts and Boy Scouts, cooking, airbrush and media art to name a few. Children are engaged in project-based learning (PBL) activities of their own design, which focus on high interest, hands-on projects into which

reading, writing, and math skills are integrated. Music, Natural disasters, Cultures Around the World, Pro-Football, and Bullying, are examples of PBL activities students have chosen to explore. In 2011-2012 school year, Quad A served more than 465 children, providing support to them and their immediate families.

Adam McFadden – Executive Director of Quad A for Kids. Hired in 2006, Mr. McFadden attended and graduated from Rochester City Schools and received an Accounting Degree from Claflin University. Adam also serves on Rochester City Council and serves as the Chair for Public Safety Committee. Mr. McFadden has impressive experience in the fields of business, accounting, financial planning, fundraising, community activism, academic achievement and cultural awareness. It is through his experiences that he provides effective leadership for Quad A for Kids.

Cameron Community Ministries

Cameron Community Ministries is an Urban Outreach Community Center in the Lyell-Otis Neighborhood of Rochester. Cameron Community Ministries programs include: Youth After-School and Summer programs, a free hot meal program that serves lunch daily, a clothing house that serves community members in need of clothing and housewares as well as a produce giveaway once a week where community members come and receive a bag of fresh produce and bread to take home. In 2012, Cameron Community Ministries served 66,442 hot meals and youth programs had extensive waiting lists. Also in 2012, after one year of fundraising, Cameron built a playground that give children an opportunity for physical activity.

The Cameron Youth Program offers a safe place to be for elementary school children. The primary emphasis is on homework completion, tutoring, positive behavior and conflict resolution. The Cameron Youth Program also focuses on offering children exposure to a world outside of their immediate zip code through field trips and other cultural arts programs. The children have a chance to improve their educational skills and select from a wide variety of cultural activities, clubs and recreational sports throughout the year.

Jennifer Muniga -- Interim Executive Director -- Ms. Muniga has worked as a preschool teacher; for the Center for Youth Services with Runaway and Homeless Youth; for the Monroe County Child Protective Services on the IMPACT Team at The Bivona Child Advocacy Center. Ms. Muniga graduated from Keuka College with a Bachelor's Degree in Developmental Child Psychology and a Minor in Spanish.

1.B. Coordination to Provide Effective Implementation

The team of people listed above from the Rochester City School District and partnering agencies (St. John Fisher College, Quad A for Kids, and Cameron Youth Ministries) will function as a "School Transition Team" to assist students transitioning from their school community. The

formation of a School Transition Team is a suggestion made from the California Department of Education in Closing a School Best Practices Guide (2012)¹.

The Interim Principal, Mr. Jason Wertz, will serve as the project manager and will lead the School Transition Team through the process of guiding children, families, faculty and staff toward the difficult process of school closure. For the purposes of the management of this grant-funded project, Mr. Wertz will report to Ms. Hasenauer-Curtis, Executive Director of School Innovation.

The teachers on the School Transition Team and the liaison for each of the subcontracted agencies – Cameron Community Ministries, St. John Fisher College, and Quad A for Kids – will report to Ms. Wertz.

The specific responsibilities of each team member are more clearly outlined in section 6.C. of this narrative.

2. Assessing the Needs of the School (10 Points)

2.A. Population of Students at School 30

At the time of this application, School 30 enrolls 405 students in grades kindergarten through sixth grade. Among these students, 97 percent are eligible for the free- or reduced-price lunch program; 81 percent are multicultural students of color (including 55 percent Black or African American and 24 percent Hispanic or Latino); and 5 percent of students are limited English proficient and 15 percent of students are special education students.

2.B. Systematic In-depth Diagnostic School Review

In summer 2012, the School 30 School Leadership Team authored a 2012-13 School Comprehensive Education Plan (SCEP) based on the findings and recommendations contained in the most recent School Quality Review (SQR), External School Curriculum Audit (ESCA)/School Curriculum Readiness Audit (SCRA), Joint Intervention Team (JIT), and/or Persistently Lowest Achieving (PLA) School reports. The activities below are in alignment with the previous diagnostic report structures/indicator categories and the new Diagnostic Tool for School and District Effectiveness that will be implemented in 2012-13 and the Six Tenets.

However, the decision was subsequently made to close School 30 based on performance and the *Rochester City School District Facilities Modernization Plan*. The activities below address School 30 capacity, strengths, and needs and align with five of the Six Tenets: Focused Ideas for School and District Effectiveness (Tenent One is District Leadership and Capacity).

¹ California Department of Education (2012) Closing a School Best Practice Guide.
<http://www.cde.ca.gov/ls/fa/sf/schoolclose.asp>

2.2 Leaders ensure an articulated vision, understood and shared across the community, with a shared sense of urgency about achieving school-wide goals aligned with the vision as outlined in the School Comprehensive Educational Plan (SCEP).

2.3 Leaders effectively use evidence based systems to examine and improve individual and school wide practices in the critical areas (student achievement, curriculum & teacher practices; leadership development; community/family engagement; and student social-emotional developmental health) that makes progress towards mission critical goals.

2.4 Leaders make strategic decisions to organize resources concerning human, programmatic, and fiscal capital so that school improvement and student goals are achieved.

2.5 The school leader has a fully functional system in place to conduct targeted and frequent observations, track progress of teacher practices based on student data, feedback and professional development opportunities and holds administrators and staff accountable for continuous improvement.

3.2 The school leader and staff support and facilitate a quality implementation of a rigorous and coherent curriculum aligned to the Common Core Learning Standards (CCLS) in Pre K-12.

3.3 Teachers ensure that unit and lesson plans that are aligned to the CCLS coherent curriculum introduce complex materials that stimulate higher order thinking and build deep conceptual understanding and knowledge around specific content.

3.4 The school leader and teachers ensure that teacher collaboration within and across grades and subjects exist to enable students to have access to a robust curriculum that incorporates the arts, technology, and other enrichment opportunities.

3.5 The school leader and teachers develop a data-driven culture based on student needs, assessments, analysis, which leads to strategic action planning that informs instruction and results in greater student achievement outcomes.

4.2 Teachers use instructional practices and strategies organized around annual, unit and daily lesson plans to meet established student goals and promote high levels of student engagement and inquiry.

4.3 Teachers provide coherent, Common Core Learning Standards (CCLS) based instruction that leads to multiple points of access for all students to achieve targeted goals.

4.4 Teachers create a safe environment that is culturally responsive, tailored to the strengths and needs of all students and leads to high levels of student engagement and inquiry.

4.5 Teachers use a variety of data sources including screening, interim measures and progress monitoring, to inform lesson planning, develop explicit teacher plans, and foster student participation in their own learning process.

5.2 The school cultivates the development of overarching systems and partnerships that support and sustain social and emotional developmental health.

5.3 The school articulates and systematically promotes a vision for social and emotional developmental health that is connected to learning experiences and results in building a safer and healthier environment for families, teachers and students.

5.4 All school constituents are able to articulate how the school community is safe, conducive to learning, and fosters a sense of ownership that leads to greater student outcomes.

5.5 The school leader and student support staff work together to develop teachers' ability to use data to respond to students' social and emotional developmental health needs, so students can become academically and socially successful.

6.2 The school atmosphere is welcoming and fosters a feeling of belonging and trust, which encourages families to freely and frequently engage with the school leading to increased student success.

6.3 The school engages in effective planning and reciprocal communication with family and community stakeholders so that students' strength and needs are identified and used to augment learning.

6.4 The entire school community partners with families and community agencies to promote and provide professional development across all areas (academic and social and emotional developmental health) to support student success.

6.5 The entire school shares data in a way that empowers and encourages families to use and understand data to promote dialogue between parents, students and school constituents centered on student learning and success.

2.B. Describe the Results of Systematic School Review

While the process of developing a School Comprehensive Education Plan (SCEP) proved beneficial toward identifying existing capacity, strengths, and needs to dramatically improve student achievement if School 30 were to remain open, the Rochester Board of Education, at the recommendation of Superintendent Dr. Bolgen Vargas, is moving toward closure of School 30. As stated, the decision to close School 30 is based on (1) poor academic achievement and (2) the *Rochester City School District Facilities Modernization Plan*.

3. School Overview, Model Selection, and Rationale (10 Points)

3.A. Rationale for Closure Model

There are two primary reasons for selecting the school Closure model for School 30; school performance and the *Rochester City School District Facilities Modernization Plan*.

School Performance

Academic achievement based on the New York State Education Department assessments in English Language Arts and mathematics has been trending downward at School 30 since the 2009 – 2010 academic year. As Table 1 shows, in the 2009 – 2010 academic year, 18.25 percent of students achieved proficiency on the English Language Arts assessment, and in the 2011 – 2012 academic year just 7.1 percent of students achieved proficiency.

In mathematics, student proficiency on the New York State Education Department assessment has dropped from 20.25 percent of students achieving proficiency in the 2009 – 2010 academic year to 9.2 percent of students achieving proficiency in the 2011- 2012 academic year.

TABLE 1:
School 30 – General Elwell S. Otis
Students Achieving Proficiency on New York State Examinations
Grade 3 – Grade 6 (% of students)

	2009 – 2010	2010 – 2011	2011 – 2012
ELA	18.25	11.75	7.1
Mathematics	20.25	16.25	9.2

Rochester School District Facilities Modernization Plan

Currently, School 54 – Flower City Community School is leasing space at 311 Flower City Park, which is costing the Rochester City School District money during a trend of downward enrollment in the district and available space in district-owned buildings. Enrollment in the Rochester City School District has dropped from over 37,159 students in kindergarten through Grade 12 in the 1999 – 2000 academic year, to a projected 29,552 kindergarten through Grade 12 enrollment in the 2013-2014 students in the current academic year.

The entire School 54 community will be moving to the School 30 facility, while maintaining their School 54 identity, community, leadership, and faculty². The facility for School 30 (36 Otis Street) is 2.1 miles from the currently leased facility for School 54 (311 Flower City Park), so the facility that is currently School 30 will still be close for students who attend School 54.

In addition, School 54 – Flower City Community School enrolls 305 students, leaving room for over 100 students from School 30 to stay in their current building under the a new leadership and faculty from School 54.

² The BEDS code will remain for School 54 – Flower City Community School (26-16-00-01-0054)

4. Communication, Collaboration and Stakeholder Involvement/Engagement (10 Points)

4.A. Collaborate in the Development for Closure

The steps that have occurred to consult and collaborate in the development of the rationale for Closure with LEA and school's collective bargaining unit leaders, parents, community members include the following.

- Friday, November 2, 2012 -- Dr. Vargas informed staff of plan to close School 30 program
- Monday, November 5, 2012 -- Coffee and Conversation with Dr. Vargas
- Thursday, November 15, 2012 -- RCSD Board Meeting
- Wednesday, November 20, 2012 – Rochester Board of Education member Mary Adams met with the faculty and staff of School 30. Following that meeting, she met with parents.
- RCSD Board of Education has continued monthly Coffee and Conversations.
- Tuesday, January 22, 2013 -- Interim Principal, Jason Wertz, facilitated a parent meeting to discuss summer program proposed in this application for funding.
- Wednesday, January 23, 2013 -- Executive Director of School Innovation, Susan Hasenauer-Curtis, facilitated a meeting with collective bargaining units of the Rochester City School District.

4.B. Collaboration Form

The Consultation and Collaboration Form is enclosed.

5. School Choice Options and Student Transfers (20 Points)

5.A. Higher Achieving School Options

As mentioned previously in this application, the School 30 facility will remain and will become School 54. School 54 currently leases space, and because of Rochester City School Districts declining enrollment there is a need for fewer buildings. This presents an opportunity to move a higher performing school into the space currently occupied by School 30. School 54 enrolls 375 students during the 2012-2013 academic year. The capacity for the building that is currently School 30 is 525 students.

Superintendent of School Dr. Bolgen Vargas will allow the current 168 students who live in the neighborhood and walk to school to stay in the building at School 54. The Rochester City School District administration will allow all students within walking distance (under 1.5 miles) to remain in the building if they choose.

During the 2012 – 2013 academic year, School 30 enrolls 335 students in Kindergarten – Grade 5. This leaves 167 students to place who are NOT guaranteed a space in School 54 (335 – 168 = 167 students).

By comparison to School 30, School 54 is a higher performing school than School 30 based on student performance on the New York State Education Department assessments in mathematics and English Language Arts. In the 2011 – 2012 academic year, the percentage of students achieving proficiency on the English Language Arts assessment was 11.2 percentage points higher than School 30. In mathematics, the percentage of students achieving proficiency was 15.6 percentage points higher than School 30.

TABLE 2:
School 54 – Flower City Community School
Students Achieving Proficiency on New York State Examinations
Grade 3 – Grade 6 (% of students)

	2009 – 2010	2010 – 2011	2011 – 2012
ELA	33.5	29.25	18.3
Mathematics	30.5	27.25	24.8

5.B. Mechanisms and Procedures to Choose Schools

The Rochester City School District will allow the current 168 students who live in the neighborhood and walk to school to stay in the building at School 54 (walking distance is under 1.5 miles). This leaves 167 students to place who are NOT guaranteed a space in School 54 (335 – 168 = 167 students).

The “RCSD Home School Guarantee” assures families that children who live within a half-mile of a neighborhood elementary school can attend that school if they choose. Students entering kindergarten from one of the District’s school-based pre-K programs will receive top priority for placement after families who live within one-half mile. The policy applies to the Rochester City School District’s 32 neighborhood elementary schools, and not the nine “citywide” elementary school programs that families from any neighborhood can attend if they secure a spot by entering a lottery (School No. 10; School No. 12 (dual language program only); The Children’s School of Rochester School No. 15; Henry Lomb School No. 20; James J. Audubon School No. 33 (dual language program only); The Montessori Academy, School No. 53; Early Childhood School of Rochester School No. 57; World of Inquiry School No. 58).

The “RCSD Home School Guarantee” is an important part of the Rochester City School District’s strategy to improve student achievement in every school. Elements of the strategy include:

- A rigorous core curriculum for every student;
- An extended day to increase instructional time and meet other student needs;
- Art, music, physical education and extra-curricular activities in every school; and,
- Safe, comfortable and modern learning environments at every school through the Facilities Modernization Plan.

The Rochester City School District will make the nearest elementary or secondary school the most attractive choice for every District family.

The Rochester City School District is organized into three zones (Northeast, Northwest and South). Based on a student’s address, priority in the school selection process is placed on the zone in which the student lives.

Among the likely home schools for students attending the current School 30 is School 17, which is the next closest school to School 30 (it is 14 miles away) and is also in the Northwest zone. School 17 is undergoing a complete redesign with; a modernized facility, a focus on literacy with an entirely new instructional model, 300 hours of expanded learning, and will incorporate a service model. The new vision, mission and key strategies as stated in the pending School Improvement Grant for School 17 are below.

Vision: Enrico Fermi School 17 is a place of learning where we work collaboratively and seek higher standards of learning for each child. As a school community, we value active participation and support from parents. We embrace the many opportunities provided by community partnerships and celebrate our successes.

Mission: “We are committed to improve student achievement by working in partnership with families, caregivers and the Rochester community to provide a quality education in a positive school environment, maintaining high academic standards, empowering each student to be a confident and productive member of society, recognizing and respecting diversity, and modeling life-long learning.”

In order to realize this mission, Enrico Fermi School 17 will:

- Engage in the process of continuous school improvement through the analysis of data, coordination of resources, and shared sense of urgency.
- Implement a rigorous and coherent curriculum aligned to the Common Core Learning standards for all students, with appropriate modifications to maximize student achievement.
- Engage in strategic instructional practices and decision-making, ensuring all students experience consistent high levels of engagement, thinking and achievement.

- Identify, promote, and support social and emotional development by coordinating services across multiple human service systems to promote a safe, respectful environment, conducive to learning.
- Create a culture of partnership where families, community members and school staff work together to share in the responsibility for student academic progress and social-emotional growth and well-being.

Through the support of the School Improvement Grant (SIG), Enrico Fermi School 17 seeks to implement the school transformation model with the goals:

- Create a community school with wrap-around services to address the academic, socio-emotional, health and wellness needs of students and their families.
- Expand learning time to be able to offer the opportunity for rigorous academics, engaging enrichment, and differentiated learning supports.
- Promote the development of bi-literacy through a dual-language framework within a school climate that upholds cross-cultural understanding and embraces diversity.

6. Project Plan Narrative/Timeline (20 Points)

There is clearly a shortage of publication on the topic of best-practices related to school closure, and the body of knowledge is hypertrophied around the topics of budgetary impacts, facilities, transportation and surplus equipment and supplies. Very little research has been done on the impact of school closing on students. The research that is available on the impact on students suggests that the academic performance and eventual graduation trajectory can remain on course with comparison control groups if key strategies are incorporated. The Rochester City School District is committed to minimizing the impact on students during and after the closing of School 30.

The design team for the *Full STEAM Ahead* project has reviewed available scholarly publication on school closing³⁴⁵⁶, and the project plan for the *Full STEAM Ahead* project is built around four themes from this research.

Build Trust Among Families with Open and Frequent Communication – Prior to the closing of School 30, the Rochester City School District is working hard to maintain open and frequent communication with families. The Superintendent of Schools, members of the Rochester Board of Education, senior management, and the interim principal have all facilitated meetings with

³ Steiner, L. (2009). Tough Decisions: Closing Persistently Low-Performing Schools. Center on Innovation & Improvement.

⁴ de la Torre, M. & Gwynne, J. (2009). When Schools Close: Effects on Displaced Students in Chicago Public Schools. Consortium on Chicago School Research at the University of Chicago Urban Education Institute.

⁵ Dowdall, E. (2011). Closing Public Schools In Philadelphia: Lessons from Six Urban Districts. The Philadelphia Research Initiative – The Pew Charitable Trusts.

⁶ U.S. Department of Education (2002). Closed School Guide for Schools. Author.

families, key stakeholders, and the public. This approach will be consistent throughout the closing process and during the summer. The interim principal will facilitate three *Full STEAM Ahead* “Question and Answer Sessions” for families during the course of the project.

Create Trusting and Supportive Relationships for Children with Adults – In Chicago, Marisa de la Torre and Julia Gwynne (2009) found “...differences between schools in the level of teacher support for students were critical in explaining variation in achievement for displaced students ... students who attended schools that had strong student-teacher trust and teacher personal attention ... were more likely to make gains in reading and math” (p. 26). The *Full STEAM Ahead* project builds on currently existing and trusting relationships with current teachers from School 30 and adds the support of student teachers from St. John Fisher College and the support of staff members from community partners Quad A for Kids and Cameron Youth Ministries.

As a value-added strategy to the project, the *Full STEAM Ahead* project proposes a two-year summer program. Students will have a six-week summer program with their peers in the summer of 2013 and a six-week summer program available to them in the summer of 2014. The design team for the *Full STEAM Ahead* project feels that students have trusting and supportive relationships with each other and may feel a sense of loss when their school closes. The two-summer model will help ease this transition by providing students with a second summer of peer-to-peer trust and support.

Transfer Students to Higher Performing Schools – Students in the Rochester City School District have choice regarding the school they attend. However, as explained in Section 5 of this proposal for funding, School 54 - a higher achieving school - is moving into the space currently occupied by School 30 and 168 students (45 percent) are guaranteed placement in School 54. There will likely be additional space for students from School 30 to stay in the building and attend School 54. The school that is closest to School 30 – School 17 – is in the process of a complete redesign with a modernized facility, a focus on literacy with an entirely new instructional model, 300 hours of expanded learning, and will incorporate a service model.

Provide Students Educational Opportunities – Declining enrollment and budgetary considerations, and poor academic achievement are the main and most common reasons for closing urban elementary schools. The poor academic achievement among the students in the school is the primary focus of the *Full STEAM Ahead* project, and will be addressed by providing students with an additional 90 hours of English Language Arts and mathematics instruction over the course of the six-week summer program. As mentioned above, this additional summer support will be provided to students for two summers (again in the summer of 2014).

6.A. Goals and Key Strategies

Goal 1: Pre-Implementation of Summer Program

Key Strategy 1.1: Select and hire teachers.

The selection and hiring of the teachers who will work with students after the closing of School 30 is critical to the success of the *Full STEAM Ahead* project. As stated in the overview of the available research, a trusting relationship with teachers is a critical success factor toward minimizing the impact on students. Mr. Wertz is responsible for the hiring of the 12 teachers on the team, and this process will commence upon award notification.

Key Strategy 1.2: Execute contract or Memorandum of Agreement with partners: Cameron Community Ministries, St. John Fisher College, and Quad A for Kids.

Upon notification of an award from the New York State Education Department, Ms. Wertz will facilitate the process of executing subcontracts or Memorandum of Agreement as appropriate with project partners.

Key Strategy 1.3: Hire 12 student teachers for participation in the program.

St. John Fisher College will inform undergraduate and graduate education candidates about this program and encourage them to participate in the opportunity. Ms. Bosworth will hold an information session and send emails about the program to all of the possible candidates during the spring 2013 semester. The proposed summer program at School #30 would allow them to integrate theory into practice and to develop their teaching skills. The St. John Fisher College program directs candidates to apply and reflect on their content, professional and pedagogical knowledge, skills, and dispositions in a variety of diverse settings; this opportunity may also be utilized for some required field experiences. Twelve candidates will be selected in Year 1. Through a coalition of local college representatives – Rochester Area Colleges Field Experience Consortium – Ms. Bosworth is able to work with other area education programs for successful candidates if the need arises.

Key Strategy 1.4: Develop materials and advertise *Full STEAM Ahead* summer program to School 30 community.

Clear communication with children and families is another critical success factor, and Mr. Wertz and the School Transition Team will develop advertising materials that clearly outline all aspects of the *Full STEAM Ahead* summer program opportunity. The Full STEAM Ahead summer program can only be successful if students attend. Seven years of trend data in the Rochester City School District suggest that 70 percent of the eligible 335 students in grades kindergarten through Grade 5 will register for the summer program ($335 \times .70 = 235$ students). These data suggest that 235 students will register, and funding is requested to accommodate 250 students.

Key Strategy 1.6: Register children for *Full STEAM Ahead* summer program.

Student Registrations will be accepted until all available spaces are filled. In Year 1 (July 8, 2013 – August 16, 2013), there are 250 spaces available for children. This is a student-to-teacher

ratio of 22.7:1. In the second year of the summer program (Summer 2014), there are 150 spaces available. This is a student-to-teacher ratio of 21.4:1. Fewer students will be served in the second year of the summer program because of attrition and budgetary considerations.

Students will be registered on a first-come-first-serve basis, and Mr. Wertz and the School Transition Team will try to accommodate all students (including special education⁷ and bilingual students) in “slates” of students that maximize student learning opportunities.

Goal 2: Implementation Period -- Facilitate six-week summer program

Key Strategy 2.1: Facilitate summer program from July 8, 2013 – August 16, 2013.

The Full STEAM Ahead summer program will begin on July 8, 2013 and will be held every weekday until August 16, 2013.

Table 2: Daily Schedule
Full STEAM Ahead

Time	Activity	Responsible Staff
8:00 AM – 8:30 AM	Breakfast	RCSD Teachers
8:30 AM – 9:30 AM	Mathematics (focused on first 2013 module)	RCSD Teachers
9:30 AM – 11:30 AM	ELA – Project Based (focus on first 2013 module)*	RCSD Teachers
11:30 AM – 12:00 PM	Lunch	RCSD Teachers AND Community Partners
12:00 PM – 2:00 PM	Enrichment	Community Partners
2:00 PM – 6:00 PM	After School Care	Cameron Community Ministries

*Determine overarching question that all five grade levels are exploring and dissecting
 *“Close Reading” to culminate with final projects

Key Strategy 2.2: Facilitate three *Full STEAM Ahead* “Question and Answer Sessions” for families.

Continuing with the critical success factor of clear and open communication, Mr. Wertz will facilitate three “Question and Answer Sessions” for community members. These sessions, at the beginning, in the middle, and end of the summer program, will also provide community members and families with updates on aggregate student participation, performance (as appropriate), and activities.

⁷ Funding is requested for two special education teachers, and exactly how students are placed and the composition of the classes will be dependent upon registration.

6.B. Outcome Goals

The outcome goals of the *Full STEAM Ahead* project are as follows.

Outcome Goal 1: Ease the transition of student's school closing and starting a new school.

- Student academics will be “front loaded” in order to support success on their initial academic requirements in their new schools. This will ease anxiety and bolster positive self-image.
- The children who range through grades K-5 will be afforded myriad options to enjoy their summer.
- The *Full STEAM Ahead* summer program will partner with two agencies with which students already have relationships.
- College students from St. John Fisher College will be available as an extra support system for students and to help teachers and staff from the Cameron Youth Program and Quad A for Kids.
- Staff that currently works with the student body will be hired to be a part of the staff to support students, not only with academics, but also with relationships.
- The *Full STEAM Ahead* summer program will culminate in a project based activity, which will include the parents of the students.
- The *Full STEAM Ahead* summer program will give students an opportunity to stay together and maintain their important friendships for two summers if they choose to participate.

Outcome Goal 2: Improve student readiness for the next grade level through a multi-disciplinary project-based learning experience.

The curricular programming for the *Full STEAM Ahead* summer enrichment program at School 30 will be using a number of key strategies that are research based to ensure the success of the three identified goals. The *Full STEAM Ahead* project will:

- Base instruction upon New York State Education Department Common Core Standards and a six-week time frame.
- Utilize the Max Thompson framework of frontloading student knowledge to support improved student academic outcomes.

- Focus on “close reading” of Module 1 that the students will experience in September of 2013, over the six week time frame.
- Incorporate a project-based learning experience for the students, based upon a common thematic question encompassing all grade levels.
- Develop a culminating experience for students to present their research projects to both their peers and their families at the completion of the program.

Outcome Goal 3: Enrich student summer experience.

The Rochester City School District will partner with two long-standing partners for provide children with an enriching summer experience that exposes them to health, wellness, arts, and culture.

Cameron Community Ministries

Cameron Community Ministries summer program will run for six weeks from July 8 - August 16, Monday - Friday. Eighty (80) students from School 30 will be coming to Cameron at 1:00 PM – 6 PM. The Cameron Youth Program has provided summer programming for 40 children per year for many years. With the *Full STEAM Ahead* funding, 80 children be able to take advantage of Cameron’s summer program. Cameron Community Ministries has a long-standing and successful relationship with the School 30 community.

Snack and dinner will be provided in partnership with FoodLink.

Daily program schedules are developed by the Lead Youth Teacher in conjunction with the Youth Director. Cameron Youth Program uses Accelerated Reader software and collaboration with the City of Rochester Public Library to improve student reading. Math Matters as the guide for math enrichment activities. Along with academics, the Cameron Youth Program uses the summer to take advantage of exposing children to arts, culture and the world outside of their zip code. During the *Full STEAM Ahead* summer program, the Cameron Youth Program will continue to immerse children in different the arts throughout the summer, including trips to: the Strong Museum of Play and the Rochester Museum and Science Center and Planetarium, Memorial Art Gallery, GEVA Theatre, the Rochester Children’s Theatre

This schedule and program of activities has been appropriate for children based on child and parent feedback.

Clubs and activities are developed in part from children's feedback and interests. In summer 2012, the Cameron Youth Program introduced a "summer report card" which listed the number of minutes students read, math results, field trips taken, favorite activities, physical fitness, and art projects which given to the children, their parents and incoming teacher in September.

The Cameron Youth Program also works to encourage family participation in the summer program. Talent shows, art demonstrations and cheerleading are just a few examples of these opportunities. There is a yearly summer family carnival where the entire extended family is invited to attend (and many do attend). Family carnival activities include bounce houses, dunk tank, face painting, carnival foods, games, book giveaways, information on our other programs and services, open play on our playground with new additions each year.

Summer is an opportunity to work on appropriate social skills and behaviors away from the pressure of school activities. The Cameron staff works with various job charts and develops lists of rules and acceptable behaviors so that the children can accept responsibility for their own actions.

Quad A for Kids

Quad A for Kids summer enrichment program will run for six weeks from July 8 - August 16, 2013, Monday through Friday. During these six weeks, 170 students from School 30 will attend the program during the summer of year one and 100 students from School 30 will attend the program during the summer of year two. The Quad A for Kids enrichment program will begin at 11:00 AM and culminate at 2:00 PM daily. Schedules will be developed by the Quad A for Kids Director in collaboration with the school principal. The schedules will be implemented daily by the Quad A for Kids coordinators. The Quad A for Kids program will fully integrate children in summer enrichment day that combines athletics, arts, and academic enrichment.

Quad A for Kids Daily Program

11:00 – 11:30 Transition and Lunch

11:30 – 12:15 CATCH

12:15 – 1:00 ARTS

1:00 – 1:45 Academic Enrichment Rotation: Project Based, Literacy Lab, Seatwork
Assistance Rotation (depending upon student need and ‘slate’ compositions
decided by School 30 teachers

1:45- 2:00 Day Reflection, Preparation for Dismissal and Transportation to Home or
Cameron Community Ministries

Transition and Lunch

During the transition of children from morning classes with district teachers the Quad A for Kids staff will have opportunity to observe children and receive ‘transition brief’ from morning teachers to assess and understand children’s daily progress and challenges.

Quad A staff members will eat lunch with children, and this is a good opportunity for the social and emotional needs of children to be met; table manners will be addressed; feelings regarding school will be discussed; success and challenges during the morning will be a topic of conversation. In particular children’s feelings about the school closure and ensuing fall

transition to another school building can be addressed. Quad A for Kids, has had experience with transitioning an entire population of program children to a temporary building in the 2012 - 2013 academic year (School #16), and staff members from this previous experience will be present. In particular, the staff and administrative team are a cohesive and constant presence on a daily basis to provide a base of expectations of constancy for all children.

CATCH

During the *Full STEAM Ahead* summer program, Quad A for Kids will expose children to research-based health and wellness curriculum known as CATCH (Coordinated Approach to Children's Health). The CATCH program is designed to provide group athletics activities in small and large group sessions and is specifically tailored to provide small and large group activities. The CATCH program is equipped with pre-packaged lesson plans and games as well as accompanying equipment.

ARTS

Quad A for Kids will provide children with a schedule of arts activities that will include dance, music, drama and art. The arts activities will be held daily and children will elect to attend a session of their choice for at least a one week time period. This will allow all children the opportunity to attend arts sessions of their choice at least once. These rotating schedules will allow children the opportunity to revisit an arts activity that they have developed a special interest in. During the arts sessions, Quad A for Kids will contract with community providers to provide children special performances or project exposures and local field trips as time permits. Mindful of the summer program goal of providing additional academic assistance to improve academic outcomes of School 30 students, Quad A for Kids will collaborate with School 30 teachers to provide continued Project Based Learning time, based on the front loaded common core standard material produced by the School 30 teachers. Reading and Literacy time in small group settings will also be provided by Quad A for Kids staff. In addition, students who are assigned homework or who have incomplete seatwork from the morning academic session will work with Quad A staff in a support work completion environment.

Evaluation of Outcome Goals

Outcome Goal 1: Ease the transition of student's school closing and starting a new school.

This outcome goal will be measured qualitatively by facilitating small focus groups. The project manager, Mr. Wertz, will meet with two small, selected groups of students and speak with them about their feelings about the school closing and what the Rochester City School District can do to support them (a primary group and an intermediate group). These meetings will occur three times during the course of the Full STEAM Ahead summer program in both years of the program. In the first year, the focus groups will be used as a formative evaluation to improve the program over the six weeks. In the second year of the program, the focus groups will be used to

subjectively gauge how the students adjusted to the new school and make formative improvements to the program.

Notes and salient conclusions from the focus groups will be drafted into the final report of the Full STEAM Ahead program, which will be used in aiding future transitions in the Rochester City School District.

Outcome Goal 2: Improve student readiness for the next grade level through a multi-disciplinary project-based learning experience.

The project manager, Mr. Wertz, will ensure that the entire first modules are not only followed with fidelity, but completed through daily conversations with staff and daily observations by Mr. Wertz.

The program will evolve and develop around a “big question” that students are answering throughout the summer. Their understanding and comprehension will be displayed during their project presentation. These displays, or archived images of these displays, will be drafted into the final report of the Full STEAM Ahead program, which will be used in aiding future transitions in the Rochester City School District.

The program will involve all cohorts/grade levels completing projects based upon Common Core and NYS Standards to present.

A pre- and post-assessment will be provided to students using AIMSweb. Oral reading fluency will be used to measure growth. Benchmark results from the 2013 spring assessment will be used. A pre and post assessment will be conducted using the oral reading fluency in grades 3-5 and the letter sound assessment in grades K-2. Rate of increase will be tracked on comparison to national norms for program validity. Student goals will be to increase their rate of growth when using the normed AIMSweb national rates of expected improvement. Weekly conversations will occur between instructors and Mr. Wertz to analyze data and determine needed programmatic/instructional changes to ensure expected rates of improvement are met.

Outcome Goal 3: Enrich student summer experience.

Both community partners, Quad A for Kids and Cameron Community Ministries, conduct self-evaluations of their summer programs and these written reports will be provided to Mr. Wertz as part of the summative report of this internal evaluation.

6.C. For each specific action/outcomes, identify the specific person or group that will be accountable for its completion.

Activity	Person Accountable	2013		April				May				June				July				August	
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2		
Activity 1: Pre-Implementation of Summer Program																					
Key Strategy 1.1: Select and hire teachers.	Jason Wertz, Interim Principal	[Redacted]																			
Key Strategy 1.2: Execute contract or Memorandum of Agreement with partners.	Jason Wertz, Interim Principal																				
Key Strategy 1.3: Hire 8 student teachers for participation in the program.	Allison Bosworth, St. John Fisher																				
Key Strategy 1.4: Develop materials and advertise <i>Full STEAM Ahead</i> summer program to School 30 community.	Jason Wertz, Interim Principal in partnership with School Transition Team																				
Key Strategy 1.5: Register children for <i>Full STEAM Ahead</i> summer program.	Jason Wertz, Interim Principal in partnership with School Transition Team																				
Activity 2: Facilitate six-week summer program																					
Key Strategy 2.1: Facilitate summer program from July 8, 2013 – August 16, 2013.	Jason Wertz, Interim Principal in partnership with School Transition Team and Partners	[Redacted]																			
Key Strategy 2.2 Facilitate three Full STEAM Ahead "Question and Answer Sessions" for families.	Jason Wertz, Interim Principal in partnership with School Transition Team and Partners																				

Letters of Support



RALPH C. WILSON, JR.
SCHOOL OF EDUCATION
ST. JOHN FISHER COLLEGE

3690 East Avenue
Rochester, NY 14618
585.385.8387
<http://soe.sjfc.edu>

January 24, 2013

Dr. Bolgen Vargas
Superintendent
Rochester City School District
131 West Broad Street
Rochester, NY 14614

Dr. Vargas:

The Ralph C. Wilson, Jr. School of Education at St John Fisher College (SJFC) supports the Rochester City School District (RCSD) in pursuing a New York State Education Department School Improvement Grant (1003g) aimed at assisting K-6 students' transition from School 30 – General Elwell Otis. School 30 will be closing and the transition plan includes a summer program whereby SJFC students may participate with RCSD teachers in teaching core curriculum and in an extra-curricular arts program. SJFC will inform and encourage its students to apply. RCSD will be responsible for hiring and compensation.

We look forward to continued collaboration with RCSD through this summer program which will provide an additional opportunity for clinically rich field experiences.

Sincerely,

Michael W. Wischnowski, Ph.D.
Associate Professor/Interim Dean



Social Justice

Diversity · Achievement · Compassion · Knowledge · Service

QuadA
FOR KIDS
Off the streets and on to life.

January 23, 2013

Dr. Bolgen Vargas
Superintendent of Schools
Rochester City School District
131 West Broad Street
Rochester, New York 14614

Dear Dr. Vargas,

Subject: Letter of Intent

We are pleased to present this letter of intent, proposing that Quad A for Kids partner with the Rochester City School District to provide a summer program for children at who attend School No. 30 during the summers of 2013 and 2014 at an identified RCSD location.

RACF Initiatives/Quad A for Kids will provide a summer program for one hundred and seventy (170) children at School No. 30 from approximately 11:15 am – 2:15 pm for a total of six weeks during the summer of 2013 and one hundred (100) children during the summer of 2014. The summer program is expected to operate during the months of July and August. Quad A will offer a range of instructional, athletic, arts, and life skills activities with a focus on youth development. RACF Initiatives/Quad A for Kids will provide a student to staff ratio of 10:1. The proposed budget is \$267.00 per child each summer. Quad A will provide a Program Director at the school to oversee the summer program, construct the summer program schedule, and ensure the quality of the summer program. The Program Director will oversee two Program Coordinators (one for younger students and one for older students) and the remaining support staff. The Program Director will meet formally with the Principal at least weekly to discuss program progress. Quad A, the Program Director and staff will provide all services under this Agreement in accordance the applicable federal, state, and local laws, rules, regulations, and agency directives, and with all applicable accreditation standards.

Quad A FOR KIDS

Off the streets and on to life.

The Program Director will oversee a two (2) Program Coordinators and eighteen (18) staff for the summer program students enrolled at School No. 30 during Year One and one (1) Program Coordinator and ten (10) staff during Year Two. Quad A will train and oversee the staff to run the program. The Program Coordinator(s) will report to the school's principal and will be present during summer program hours.

The District will provide Quad A access to and use of the District facilities at an identified location for the School No. 30 students at no cost. Quad A for Kids will coordinate the area of use and occupancy directly with the school's Principal. Use of the facilities by Quad A shall not be scheduled during the time that specified areas are used for regular instruction and related extracurricular activities. The District will provide office and storage space for the summer program, materials and equipment. The District will provide funds for the supplies, materials and necessary equipment for summer program to be stored at the school site.

Quad A will provide instructional program activities to District students through collaborative partnerships with community based organizations, non-profit agencies, and other arts, recreation, and athletic organizations. Quad A will provide direct supervision for all activities at the school site as well as supervision during instructional field trips scheduled as part of the summer program. Quad A will ensure that procedures are in place for the safekeeping and supervision of safe transportation of children by parents after summer program hours.

Please contact me if further information is needed. Thank you for your kind consideration of our proposal.

Sincerely,

Adam McFadden, Executive Director



Cameron Community Ministries
48 Cameron Street
Rochester, NY 14606



Dr. Bolgen Vargas

Superintendent of Schools

Rochester City School District

131 West Broad St.

Rochester, NY 14614

Dear Dr. Vargas:

Cameron Community Ministries is located in the Lyell-Otis Neighborhood of Rochester, NY. The neighborhood has a significant number of families who live in poverty. Cameron runs After-School and Summer Programs for the neighborhood children. Our children are 60% African American, 21% Hispanic 15% multi-racial and 4% Caucasian. 99% of the children are eligible to receive free lunches. Our After-School Program allows for 40 children from School #30 to be enrolled from September-June. The primary emphasis is on homework completion, tutoring, positive behavior and conflict resolution. Children use the Accelerated Reader software to identify and improve their reading level. We also offer snacks, field trips, arts & crafts, playtime, exercise, many special events and computer instruction. The program runs Monday through Friday immediately after school until 5:00pm. At 5pm the children are offered a meal through Kids Cafe sponsored by Foodlink.

Cameron's Summer Safe Haven program provides a safe, fun place for approximately 100 neighborhood kids during the summer months. We go on many field trips, including the Strong Museum of Play, the Memorial Art Gallery and the Planetarium. We hold Cheer, Basketball, Cooking, Arts and Crafts, and Dance Clubs. We also have a playground to use for plenty of physical activity. Based on the theme of the week we play board games, games on the computers and do arts & crafts. There is also a continuous emphasis on reading and academics. If the students reach their reading goals, a trip to Seabreeze is the ultimate prize.

On behalf of Cameron Community Ministries, I strongly support the proposal to implement a Summer Program with the Rochester City School District #30 School. We believe the collaboration offering summer enrichment opportunities will help students in many ways. Implementing The Full STEAM Ahead project throughout the summer will help keep the children in a frame of mind for learning thus improving their readiness for the next grade level. The closing of School #30 will be a difficult time for the students. We believe it is important for children to have the opportunity to ease into transition. The opportunity to link together with School, Quad A and Cameron is sure to aid in that and generate excitement among our students.



Cameron Community Ministries
48 Cameron Street
Rochester, NY 14606



We look forward to working together with RCSD and appreciate the opportunity to submit a grant application. Thank you for your consideration.

Sincerely,

Jennifer Muniga

Jennifer Muniga

Interim Executive Director

Cameron Community Ministries

48 Cameron St. Rochester, NY 14606

Phone: (585) 254-2697

Attachment A
 Consultation and Collaboration Documentation Form

The U.S. Department of Education School Improvement Grant guidelines, under Section 1003 (g) require LEAs to consult and/or collaborate with various groups in the development of this SIG application. This form must be completed and submitted to NYSED as a part of this complete SIG application in order to document that appropriate consultation/collaboration has occurred or was attempted with constituency groups as follows:

1. Representatives of constituency groups who sign the form under their name/title are affirming that appropriate consultation has occurred. (The signature does not indicate agreement).
2. For representatives or constituency groups who have consulted with the LEA but whose signatures are unobtainable, supporting documentation providing evidence of consultation and collaboration efforts (e.g., meeting agendas, minutes and attendance rosters, etc.) must be maintained by the LEA and a summary of such documentation must be completed and submitted to NYSED on this form.

Principals Union President / Lead	Date	Summary Documentation if Signature is Unobtainable if the signature of the constituent identified above is unobtainable, provide a summary and description of the supporting documentation that provides evidence of consultation and collaboration on the Priority School identified in this SIG application.
Signature (in blue ink) <i>Deborah Rider</i>		
Type or print name Deborah Rider		
Teachers Union President / Lead	Date	Summary Documentation if Signature is Unobtainable if the signature of the constituent identified above is unobtainable, provide a summary and description of the supporting documentation that provides evidence of consultation and collaboration on the Priority School identified in this SIG application.
Signature (in blue ink) <i>Adam Urbanski</i>	1-25-13	
Type or print name Adam Urbanski		
Parent Group President / Lead	Date	Summary Documentation if Signature is Unobtainable if the signature of the constituent identified above is unobtainable, provide a summary and description of the supporting documentation that provides evidence of consultation and collaboration on the Priority School identified in this SIG application.
Signature (in blue ink) <i>Candice Lucas</i>		
Type or print name Candice Lucas		

Attachment D - (1003g) Budget Summary Chart

Agency Code	2	6	1	6	0	0	1	0	0	0
Rochester City School District										
Pre-implementation Period (April 1, 2013 - August, 31, 2013)										
Categories	Code	Costs								
Professional Salaries	15	63,310								
Support Staff Salaries	16									
Purchased Services	40	74,398								
Supplies and Materials	45	13,500								
Travel Expenses	46									
Employee Benefits	80	18,102								
Indirect Cost (IC)	90	5,695								
BOCES Service	49									
Minor Remodeling	30									
Equipment	20									
Total		180,005								
Year 1 Implementation Period (September 1, 2013 - August 31, 2014)										
Categories	Code	Costs								
Professional Salaries	15	44,730								
Support Staff Salaries	16									
Purchased Services	40	50,956								
Supplies and Materials	45	7,856								
Travel Expenses	46									
Employee Benefits	80	13,419								
Indirect Cost (IC)	90									
BOCES Service	49									
Minor Remodeling	30									
Equipment	20									
Total		119,995								
Year 2 Implementation Period (September 1, 2014 - August 31, 2015 - for Turnaround, Restart, and Transformation models only)										
Categories	Code	Costs								
Professional Salaries	15									
Support Staff Salaries	16									
Purchased Services	40									
Supplies and Materials	45									
Travel Expenses	46									
Employee Benefits	80									
Indirect Cost (IC)	90									
BOCES Service	49									
Minor Remodeling	30									
Equipment	20									
Total										

Year 3 Implementation Period (September 1, 2015 - August 31, 2016 - for Turnaround, Restart, and Transformation models only)										
Categories	Code	Costs								
Professional Salaries	15									
Support Staff Salaries	16									
Purchased Services	40									
Supplies and Materials	45									
Travel Expenses	46									
Employee Benefits	80									
Indirect Cost (IC)	90									
BOCES Service	49									
Minor Remodeling	30									
Equipment	20									
Total										
Total Project Period (April 1, 2013 - August 31, 2016 for Turnaround, Restart, and Transformation OR April 1, 2013 - August 31, 2014 for Closure models)										
Categories	Code	Costs								
Professional Salaries	15	113,040								
Support Staff Salaries	16									
Purchased Services	40	125,354								
Supplies and Materials	45	21,356								
Travel Expenses	46									
Employee Benefits	80	31,521								
Indirect Cost (IC)	90									
BOCES Service	49									
Minor Remodeling	30									
Equipment	20									
Total Project Budget		300,000								

SALARIES FOR PROFESSIONAL STAFF

Subtotal - Code 15			\$68,310
Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Project Salary
30 four-hour days (11 teachers X 1/300 of salary (based on \$62,000 salary) X 30 days) (250 children = 22.7:1 ratio)			\$ 68,310

SALARIES FOR SUPPORT STAFF

Subtotal - Code 16			\$0
Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Project Salary
None Requested			\$0

PURCHASED SERVICES

Subtotal - Code 40			\$74,398
Description of Item	Provider of Services	Calculation of Cost	Proposed Expenditure
Summer Program Year 1 = 1:00 - 6:00 X 30 days X 80 children	Cameron Community Ministries		\$10,000
Summer Program Year 1 = 11:00 - 2:00 X 30 days X 170 children	Quad A for Kids		\$45,390
Teachers X \$12 per hour X 6 hours per day X 30 days + 10% benefits, Year 2 = 8 Student Teachers X \$12	St. John Fisher College		\$19,008

SUPPLIES AND MATERIALS

Subtotal - Code 45			\$13,500
Description of Item	Quantity	Unit Cost	Proposed Expenditure
Project Related Materials and Supplies (office supplies, advertising, etc.)			\$1,000
Year 1: Instructional Materials and Supplies (\$50 per student X 250 students)			\$12,500

TRAVEL EXPENSES

			Subtotal - Code 46	\$0
Position of Traveler	Destination and Purpose	Calculation of Cost	Proposed Expenditures	
None Requested				\$0

Employee Benefits			
		Subtotal - Code 80	\$18,103
Benefit		Proposed Expenditure	
Social Security		\$6,726	
Retirement	New York State Teachers	\$9,942	
	New York State Employees	\$0	
	Other - Pension		
Health Insurance		\$0	
Worker's Compensation		\$1,093	
Unemployment Insurance		\$342	
Other(Identify)			
Civil Service Life Insurance		\$0	

INDIRECT COST

A.	Modified Direct Cost Base -- Sum of all preceding subtotals(codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding \$25,000 and any flow through funds) **Manual Entry	\$	153,920
B.	Approved Restricted Indirect Cost Rate		3.70%
C.	Subtotal - Code 90	\$	5,695

For your information, maximum direct cost base = \$ 174,311

To calculate Modified Direct Cost Base, reduce maximum direct cost base by the portion of each subcontract exceeding \$25,000 and any flow through funds.

PURCHASED SERVICES WITH BOCES

Subtotal - Code 49			\$0
Description of Services	Name of BOCES	Calculation of Cost	Proposed Expenditure
None Requested			\$0

MINOR REMODELING

Subtotal - Code 30		\$0
Description of Work to be Performed	Calculation of Cost	Proposed Expenditure
None Requested		\$0

EQUIPMENT

Subtotal - Code 20			\$0
Description of Item	Quantity	Unit Cost	Proposed Expenditure
None Requested			\$0

SUBTOTAL	CODE	PROJECT COSTS
Professional Salaries	15	68,310
Support Staff Salaries	16	0
Purchased Services	40	74,398
Supplies and Materials	45	13,500
Travel Expenses	46	0
Employee Benefits	80	18,103
Indirect Cost	90	5,695
BOCES Services	49	0
Minor Remodeling	30	0
Equipment	20	0
Grand Total		180,006

EHS
KWC

Agency Code:

Project #:

Contract #:

Agency Name:

CHIEF ADMINISTRATOR'S CERTIFICATION
I hereby certify that the requested budget amounts are necessary for the implementation of this project and that this agency is in compliance with applicable Federal and State laws and regulations.

1/24/13 
 Date Signature

Bolgen Vargas, Ed.D., Superintendent
 Name and Title of Chief Administrative Officer

FOR DEPARTMENT USE ONLY

Funding Dates: _____ From _____ To _____

Program Approval: _____ Date: _____

<u>Fiscal Year</u>	<u>First Payment</u>	<u>Line #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Voucher # _____ First Payment _____

Finance: Logged _____ Approved _____ MIR _____

Local Agency Information

Funding Source: School Improvement Grante (SIG) 1003[g]

Report Prepared By: Karen Jacobs, Director of Financial Management and Grants

Agency Name: Rochester City School District

Mailing Address: 131 West Broad Street

Street

Rochester

NY

14614

City

State

Zip Code

Telephone # of Report Preparer: 585-262-8435

County: Monroe

E-mail Address: Karen.Jacobs@rcsdk12.org

Vargas, Ed.D., Superintendent

9/1/2013

8/31/2014

Start

End

INSTRUCTIONS

- Submit the original FS-10 Budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying. DO NOT submit this form to Grants Finance.
- The Chief Administrator's Certification on the Budget Summary worksheet must be signed by the agency's Chief Administrative Officer or properly authorized designee.
- An approved copy of the FS-10 Budget will be returned to the contact person noted above. A window envelope will be used; please make sure that the contact information is accurate and confined to the address field without altering the formatting.
- For information on budgeting refer to the Fiscal Guidelines for Federal and State Aided Grants at <http://www.oms.nysed.gov/cafe/guidance/>.

SALARIES FOR PROFESSIONAL STAFF

Subtotal - Code 15			\$44,730
Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Project Salary
Year 2: Summer Program Teachers for 30 four-hour days (7 teachers X 1/300 of salary (based on \$63,860 salary) X 30 days) (150 children = 21.4:1 ratio)			\$ 44,730

SALARIES FOR SUPPORT STAFF

Subtotal - Code 16			\$0
Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Project Salary
None Requested			\$0

PURCHASED SERVICES

Subtotal - Code 40			\$50,956
Description of Item	Provider of Services	Calculation of Cost	Proposed Expenditure
Cameron Community Ministries (1:00 - 6:00 X 30 days X 80 children)			\$ 10,000
Quad A for Kids - Year 2 = 11:00 - 2:00 X 30 days X 100 children			\$ 26,700
St. John Fisher College - Year 2 = 8 Student Teachers X \$12 per hour X 6 hours per day X 30 days + 10% benefits			\$ 14,256

SUPPLIES AND MATERIALS

Subtotal - Code 45 **\$7,854**

Description of Item	Quantity	Unit Cost	Proposed Expenditure
Project Related Maerials and Supplies (office supplies, advertising, etc.)			\$ 354
Year 2: Instructional Materials and Supplies (\$50 per student X 150 students)			\$ 7,500

TRAVEL EXPENSES

Subtotal - Code 46 \$0

Position of Traveler	Destination and Purpose	Calculation of Cost	Proposed Expenditures
None Requested			

Employee Benefits			
		Subtotal - Code 80	\$13,420
Benefit		Proposed Expenditure	
Social Security		\$4,205	
Retirement	New York State Teachers		\$8,052
	New York State Employees		\$0
	Other - Pension		
Health Insurance		\$0	
Worker's Compensation		\$716	
Unemployment Insurance		\$447	
Other(Identify)			
Civil Service Life Insurance		\$0	

INDIRECT COST

A.	Modified Direct Cost Base -- Sum of all preceding subtotals(codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding \$25,000 and any flow through funds) **Manual Entry	\$	81,997
B.	Approved Restricted Indirect Cost Rate		3.70%
C.	Subtotal - Code 90	\$	3,034

For your information, maximum direct cost base = \$ 116,960

PURCHASED SERVICES WITH BOCES

Subtotal - Code 49			\$0
Description of Services	Name of BOCES	Calculation of Cost	Proposed Expenditure
None Requested			\$0

MINOR REMODELING

Subtotal - Code 30		\$0
Description of Work to be Performed	Calculation of Cost	Proposed Expenditure
None Reqeusted		\$0

EQUIPMENT

Subtotal - Code 20

\$0

Description of Item

Quantity

Unit Cost

Proposed
Expenditure

None Requested

\$0

BUDGET SUMMARY

SUBTOTAL	CODE	PROJECT COSTS
Professional Salaries	15	44,730
Support Staff Salaries	16	0
Purchased Services	40	50,956
Supplies and Materials	45	7,854
Travel Expenses	46	0
Employee Benefits	80	13,420
Indirect Cost	90	3,034
BOCES Services	49	0
Minor Remodeling	30	0
Equipment	20	0
Grand Total		119,994

9/10 245

Agency Code: 261600010000

Project #:

Contract #:

Agency Name: Rochester City School District

FOR DEPARTMENT USE ONLY

Funding Dates: _____ From _____ To _____

Program Approval: _____ Date: _____

<u>Fiscal Year</u>	<u>First Payment</u>	<u>Line #</u>

Voucher #
First Payment

CHIEF ADMINISTRATOR'S CERTIFICATION

I hereby certify that the requested budget amounts are necessary for the implementation of this project and that this agency is in compliance with applicable Federal and State laws and regulations.

Bolgen Vargas

Date
Signature

Bolgen Vargas, Ed.D., Superintendent

Name and Title of Chief Administrative Officer

2013 SIG
 School #30 Closure
 Budget Narrative

	Pre-Implementation Period (April 1, 2013 - August 31, 2013)	Implementation Period (September 1, 2013 - August 31, 2014)
Professional Salaries: Code 15		
Year 1: Summer Program Teachers for 30 four-hour days (11 teachers X 1/300 of salary (based on \$62,000 salary) X 30 days) (250 children = 22.7:1 ratio)	\$ 68,310	
Year 2: Summer Program Teachers for 30 four-hour days (7 teachers X 1/300 of salary (based on \$63,860 salary) X 30 days) (150 children = 21.4:1 ratio)	\$	44,730
Subtotal -- Professional Salaries	\$ 68,310	\$ 44,730
Support Staff Salaries: Code 16		
None Requested		
Purchased Services: Code 40		
Cameron Community Ministries (1:00 - 6:00 X 30 days X 80 children)	\$ 10,000	10,000
Quad A for Kids (Year 1 = 11:00 - 2:00 X 30 days X 170 children, Year 2 = 11:00 - 2:00 X 30 days X 100 children)	\$ 45,390	26,700
St. John Fisher College		
Year 1 = 8 College Student Teachers X \$12 per hour X 6 hours per day X 30 days + 10% benefits, Year 2 = 8 Student Teachers X \$12 per hour X 6 hours per day X 30 days + 10% benefits	\$ 19,008	\$ 14,256
Subtotal -- Purchased Services	\$ 74,398	\$ 50,956
Supplies and Materials: Code 45		
Project Related Materials and Supplies (office supplies, advertising, etc.)	\$ 1,000	356
Year 1: Instructional Materials and Supplies (\$50 per student X 250 students)	\$ 12,500	
Year 2: Instructional Materials and Supplies (\$50 per student X 150 students)	\$	7,500
Subtotal -- Supplies and Materials	\$ 13,500	\$ 7,856
Travel Expenses: Code 46		
Subtotal -- Travel	\$ -	\$ -
Employee Benefits: Code 80		
Teacher Benefits Based on Pooled rate of 26.5%	\$ 18,102	13,419
Subtotal -- Benefits	\$ 18,102	\$ 13,419
Total Direct Costs	\$ 174,310	\$ 116,961
Modified Total Direct Cost Base	\$ 153,920	\$ 81,997
Indirect Costs: Code 90 (3.7%)	\$ 5,695	\$ 3,034
Total Request	\$ 180,005	\$ 119,995
		\$ 300,000

2013 SIG
 School #30 Closure
 Budget Narrative

	Pre-Implementation Period (April 1, 2013 - August 31, 2013)	Implementation Period (September 1, 2013 - August 31, 2014)	
Professional Salaries: Code 15			
Year 1: Summer Program Teachers for 30 four-hour days (11 teachers X 1/300 of salary (based on \$62,000 salary) X 30 days) (250 children = 22.7:1 ratio)	\$ 68,310		
Year 2: Summer Program Teachers for 30 four-hour days (7 teachers X 1/300 of salary (based on \$63,860 salary) X 30 days) (150 children = 21.4:1 ratio)	\$	44,730	
Subtotal -- Professional Salaries \$	68,310 \$	44,730 \$	113,040
Support Staff Salaries: Code 16			
None Requested			
Purchased Services: Code 40			
Cameron Community Ministries (1:00 - 6:00 X 30 days X 80 children)	\$ 10,000	10,000	
Quad A for Kids (Year 1 = 11:00 - 2:00 X 30 days X 170 children, Year 2 = 11:00 - 2:00 X 30 days X 100 children)	\$	26,700	
St. John Fisher College	\$ 45,390		
Year 1 = 8 College Student Teachers X \$12 per hour X 6 hours per day X 30 days + 10% benefits, Year 2 = 8 Student Teachers X \$12 per hour X 6 hours per day X 30 days + 10% benefits	\$ 19,008	14,256	
Subtotal -- Purchased Services \$	74,398 \$	50,956 \$	125,354
Supplies and Materials: Code 45			
Project Related Materials and Supplies (office supplies, advertising, etc.)	\$ 1,000	356	
Year 1: Instructional Materials and Supplies (\$50 per student X 250 students)	\$ 12,500		
Year 2: Instructional Materials and Supplies (\$50 per student X 150 students)	\$	7,500	
Subtotal -- Supplies and Materials \$	13,500 \$	7,856 \$	21,356
Travel Expenses: Code 46			
Subtotal -- Travel \$	- \$	-	
Employee Benefits: Code 80			
Teacher Benefits Based on Pooled rate of 26.5%	\$ 18,102	13,419	
Subtotal -- Benefits \$	18,102 \$	13,419 \$	31,521
Total Direct Costs	\$ 174,310	116,961	
Modified Total Direct Cost Base	\$ 153,920	81,997	
Indirect Costs: Code 90 (3.7%)	\$ 5,695	3,034	
Total Request	\$ 180,005 \$	119,995 \$	300,000

Assurances and Waivers for Federal Discretionary Program Funds

The following assurances are a component of your application. By signing the certification on the application cover page you are ensuring accountability and compliance with State and federal laws, regulations, and grants management requirements.

Federal Assurances and Certifications, General

- Assurances – Non-Construction Programs
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- General Education Provisions Act Assurances

Federal Assurances and Certifications, NCLB (if appropriate)

The following are required as a condition for receiving any federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001.

- NCLB Assurances
- School Prayer Certification

New York State Assurances and Certifications (For discretionary grant programs only)

- Appendix A
- Appendix A-1G
- Appendix A-2

Waiver for the use of Title I Funding for Whole School Programs

If the LEA identified in this application is a Title I school for specific targeted activities only, signing the certification on the application cover page acts as a waiver request to use specific targeted activity funds from this grant for whole-school change programming.

ASSURANCES – NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Education Department Program Contact listed in the Application. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, and by signing the Application Cover Page, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) "§§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§" 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §§874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structure.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Standard Form 424B (Rev. 7-97), Prescribed by OMB Circular A-102, Authorized for Local Reproduction, as amended by New York State Education Department

**CERTIFICATIONS REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the Application Cover Page provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

ED 80-0013, as amended by the New York State Education Department

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing the Application Cover Page, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," " principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Section 1.01 ED 80-0014, as amended by the New York State Education Department

**New York State Education Department
General Education Provisions Act Assurances**

These assurances are required by the General Education Provisions Act for certain programs funded by the U.S. Department of Education. These assurances are not applicable to certain programs, such as the No Child Left Behind Act. If you have any questions, please contact NYSED.

As the authorized representative of the applicant, by signing the Application Cover Page, I certify that:

(1) that the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;

(2) that the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;

(3) that the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;

(4) that the local educational agency will make reports to the State agency or board and to the Secretary as may reasonably be necessary to enable the State agency or board and the Secretary to perform their duties and that the local educational agency will maintain such records, including the records required under section 1232f of this title, and provide access to those records, as the State agency or board or the Secretary deem necessary to perform their duties;

(5) that the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;

(6) that any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;

(7) that in the case of any project involving construction –

(A) the project is not inconsistent with overall State plans for the construction of school facilities, and

(B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;

(8) that the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and

(9) that none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

**New York State Education Department
No Child Left Behind Act Assurances**

These assurances are required for programs funded under the No Child Left Behind Act.

As the authorized representative of the applicant, by signing the Application Cover Page, I certify that:

(1) each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications;

(2) (A) the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and
(B) the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;

(3) the applicant will adopt and use proper methods of administering each such program, including—
(A) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
(B) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;

(4) the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;

(5) the applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program;

(6) the applicant will—
(A) submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and the Secretary to perform their duties under each such program; and
(B) maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties;

(7) before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment;

(8) the applicant has consulted with teachers, school administrators, parents, nonpublic school representatives and others in the development of the application to the extent required for the applicant under the program pursuant to the applicable provisions of the No Child Left Behind Act;

(9) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 3214(3)(d) and (f) and the Gun-Free Schools Act (20 U.S.C. § 7151);

(10) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7908 on military recruiter access;

(11) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;

(12) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 2802(7), and any state regulations implementing such statute and 20 U.S.C. § 7912 on unsafe school choice; and

(13) in the case of a local educational agency, the applicant is complying with all fiscal requirements that apply to the program, including but not limited to any applicable supplement not supplant or local maintenance of effort requirements.

Section 1.02

Article II. School Prayer Certification

As a condition of receiving federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (NCLB), the local educational agency hereby certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools, as detailed in the current guidance issued pursuant to NCLB Section 9524(a).

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).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract

shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public

work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information

will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development

Division for Small Business

30 South Pearl St -- 7th Floor

Albany, New York 12245

Telephone: 518-292-5220

Fax: 518-292-5884

<http://www.empire.state.ny.us>

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

NYS Department of Economic Development

Division of Minority and Women's Business Development

30 South Pearl St -- 2nd Floor

Albany, New York 12245

Telephone: 518-292-5250

Fax: 518-292-5803

<http://www.empire.state.ny.us>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

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

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

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

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

November, 2010

APPENDIX A-1 G

General

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.nysed.gov/cafe/>.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
- D. Any modification to this Agreement that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of this Agreement must be approved by the Commissioner of Education and the Office of the State Comptroller when:
 - a. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
 - b. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.
- E. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

Terminations

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

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.

- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Appendix A-2

American Recovery and Reinvestment Act of 2009 (ARRA) ADDITIONAL CONTRACT RECORD KEEPING REQUIREMENTS

This contract, is funded, in whole or in part, by the American Recovery and Reinvestment Act of 2009 (ARRA). The United States Office of Management and Budget (OMB) has released, "Implementing Guidance for Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009." (M-09-21) This guidance provides detailed information on reporting requirements included in Section 1512 of the Recovery Act.

Recipient vendors receiving ARRA funding will be required to submit quarterly information which will include at a minimum the following information:

- Vendor name and zip code of Vendor headquarters;
- Expenditures (per quarter and cumulative);
- Expenditure description; and
- Estimates on jobs created or retained via the expenditure of these funds by the Vendor.

Additional data may be required from vendors as a result of guidance issued by OMB.

Vendors will be required to submit the ARRA data in a form and format to be determined by the New York State Education Department (NYSED). NYSED anticipates that the reporting information will be provided to Vendors no later than August 30th. There will be no additional compensation for this reporting activity and it is anticipated that the Quarterly Reporting forms will be required in both paper and electronic formats.

An employee of any non-federal employer receiving ARRA funds may not be discharged, demoted, otherwise discriminated against as a reprisal for disclosing to law enforcement and other officials information that the employee reasonably believes is evidence of:

- Gross mismanagement;
- Gross waste of covered funds;
- A danger to public health and safety;
- An abuse of authority; or
- A violation of law.