

**Announcement of Funding Opportunity  
Family and Community Engagement Program (FCEP)  
2021-2025  
A New York State My Brother's Keeper Initiative**

<b>Legislative Authority</b>	Chapter 53 of the laws of 2016. With the adoption of the 2016-2017 New York State budget, New York became the first state to accept the President's My Brother's Keeper challenge.
<b>Purpose of Grant</b>	The purpose of the FCEP is to increase the academic achievement and college and career readiness of boys and young men of color. Many schools and districts are faced with the challenge of how to develop and sustain effective relationships with families towards the goal of increasing student success. Teacher, Principals and School District leaders identify family engagement as one of the most challenging aspects of their work. When narrowing the scope of this ongoing concern to the issues of boys and young men of color, it is not only an issue of engaging and connecting to the immediate family, but to the extended family and the larger community.
<b>Anticipated Project Period</b>	September 1, 2021- August 31, 2022 (Year One) September 1, 2022- August 31, 2023 (Year Two) September 1, 2023- August 31, 2024 (Year Three) September 1, 2024- August 31, 2025 (Year Four)
<b>Eligible Applicants</b>	<p style="text-align: center;"><b>1. New York State public school districts which meet the following criteria may submit individual applications:</b></p> <ul style="list-style-type: none"> <li>a) School districts must have a Free &amp; Reduced-Price Lunch (FRPL) eligibility rate greater than 55% of district enrollment, an English Language Learner (ELL) enrollment rate greater than 1%, and a four-year August graduation rate of less than 90% at least once during the 2015-16 through 2018-19 school years. <b>OR</b></li> <li>b) School district must have a FRPL eligibility rate greater than 60% of district enrollment and a four-year August graduation rate of less than 85% at least once during the 2015-16 through 2018-19 school years. <b>OR</b></li> <li>c) School districts must have an ELL enrollment rate greater than 3% and a four-year August graduation rate of less than 90% at least once during the 2015-16 through 2018-19 school years.</li> </ul>

	<p><b><i>For the New York City Department of Education (NYCDOE):</i></b> Individual applications must be submitted by a Community School District, High School District or District #75. The Chancellor or the Chancellor’s designee must sign the application in addition to the abovementioned superintendent’s signature.</p> <p><b><i>2. New York State public school districts which meet the above criteria may apply as a consortium of up to 4 School districts and submit a single application with their member BOCES:</i></b></p> <p>A New York State BOCES must serve as the fiscal agent/applicant and is eligible to apply for this opportunity on behalf of a partnership, which <b><u>must</u></b> include a consortium of component districts.</p> <p><b>NOTE:</b> A consortium is defined as an association or grouping of institutions set up for a common purpose that would be beyond the capabilities of a single member of the group. A consortium must meet all requirements established in NYSED’s Consortium Policy for State and Federal Grant Programs found in the RFP.</p> <p>The consortium lead should ensure that all consortium members are included in one (1) application total, and no consortium member is submitting an individual application or participating in any other consortium.</p> <p><b>REMEMBER:</b> To determine eligibility as either an individual applicant or consortium member, districts should use the following school year data:</p> <p>ELL and FERPL % - 2015-2019 school year data Graduation rates - 2015-2019 graduation rates based upon the 2015 total cohort – 4-Year Outcome - August 2019 data</p> <p>Public charter schools, non-public schools and home-school groups or associations are not eligible to apply for these funds.</p>
<b>Mandatory Partnership Agreement</b>	Partnership agreements are required as part of the application. The partners are the applicant school district or BOCES and any tribal government, local (town or village government), Chamber of Commerce,

	<p>business, community-based organizations, and institutions of higher education taking an active role in the implementation of the program.</p> <p>Applications must include a Partnership Agreement signed by all partners (minimum of Superintendent, and at least one Mayor or equivalent municipality elected official, a local business/community-based organization or postsecondary institution senior administrator) to be reviewed for consideration.</p> <p>Applications that do not include a Partnership Agreement signed by all required partners will not be reviewed for consideration. Letters of support will not be accepted in lieu of a required partner's signature on the Partnership Agreement.</p> <p>The original signature of all partners must appear on the agreement, preferably in <b>blue ink</b>.</p>
<p>Matching Funds</p>	<p>A minimum 25 percent match of the approved FCEP grant is required. The matching requirement may be met through the District's own resources, private sources, other governmental sources, and/or in-kind services. Other State funds may be used in this match with the exception of state grant funds from educational opportunity programs but may not duplicate services provided. All matching contributions must be used for activities related exclusively to the FCEP project, and institutional accounts must be structured to reflect this contribution by the appropriate line item.</p>
<p><b>Available Funding &amp; Regional Distribution</b></p>	<p>The allocation for 2021-2022 is expected to be \$6,000,000 with yearly funding subject to the continuation of the State appropriation. Funds will be divided into two categories: New York City and those from all other public school districts and BOCES in the Rest of State (ROS).</p> <p>Please see the Funding Request Maximums section of this RFP for additional information.</p>
<p><b>Application Due Date and Mailing Address</b></p>	<p>Submit <b>1 original</b> and <b>2 copies</b> of the application and an <b>electronic copy</b> on a USB flash drive containing all application and M/WBE documents in Microsoft Office or PDF format. Application must be postmarked by <b>February 5, 2021</b>.</p> <p>New York State Education Department  Attn: Kimberly Arrington-Hardaway  New York State Education Department  <b>Office of Family and Community Engagement</b>  89 Washington Avenue, EBA Room 960- B  Albany, New York 12234</p>

<b>Questions and Answers</b>	All questions must be submitted via E-Mail to <a href="mailto:FACE@nysed.gov">FACE@nysed.gov</a> by January 4, 2021. A complete list of all Questions and Answers will be posted to <a href="http://www.p12.nysed.gov/funding/currentapps.html">http://www.p12.nysed.gov/funding/currentapps.html</a> no later than January 18, 2021.
<b>Non-Mandatory Notice of Intent</b>	A Notice of Intent (NOI) is not a requirement for submitting a complete application by the application date; however, NYSED strongly encourages all prospective applicants to submit an NOI to ensure a timely and thorough review and rating process. The Notice of Intent can be in the form of an email or letter stating your organization's (use the legal name) intent to apply for this grant. Please also include your organization's NYS Vendor ID. The due date is January 25, 2021. All notices must be emailed to <a href="mailto:FACE@nysed.gov">FACE@nysed.gov</a> .
<b>NYSED Designated Contacts</b>	Program: Kimberly Arrington-Hardaway Fiscal: Adam Kutryb M/WBE: Aimee Lang <a href="mailto:FACE@nysed.gov">FACE@nysed.gov</a>

**The University of the State of New York  
THE STATE EDUCATION DEPARTMENT  
Office of Family and Community Engagement  
89 Washington Avenue/ Room EBA 971  
Albany, NY 12234**

**Guidelines  
for the Submission of Applications for the  
My Brother's Keeper Family and Community Engagement Program  
For the Period September 1, 2021-August 31, 2025**

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## Table of Contents

Application Guidance .....	8
FCEP OBJECTIVES AND KEY STRATEGIES .....	9
Allowable Expenditures .....	17
Non-Allowable Expenses.....	17
Transfer of Funds .....	18
Budget (FS-10).....	19
Reporting and Monitoring .....	19
Requirements for Funding .....	20
Minority and Women-Owned Business Enterprise (M/WBE) .....	22
Submission Instructions and Method of Award .....	28
Required Terms and Certifications .....	48
Appendix A.....	49
APPENDIX A-1-G.....	55
Appendix Z .....	58
Attachment 1 Application Checklist.....	59
Attachment 2 Application Cover Page .....	61
Attachment 3 Sample Mandatory Partnership Agreement.....	62
Attachment 3 Sample Consortium Partnership Agreement.....	64
Attachment 4 .....	66
<i>Attachment 5 M/WBE Documents.....</i>	<i>72</i>

**Family and Community Engagement Program (FCEP)  
A New York State My Brother's Keeper Initiative**

**2021-2025**

## **Application Guidance**

### **Description of Program**

New York State, through actions by the Board of Regents, the Governor and Legislature, is the first in the nation to adopt a statewide version of My Brother's Keeper, an initiative from President Obama to boost the educational futures of disadvantaged youth, particularly young minority men and boys. As part of the national initiative launched in February 2014, My Brother's Keeper seeks to close the persistent achievement gap in educational achievement and opportunity between disadvantaged youth, particularly young minority men and boys and their peers. As far back as 1975 the Board of Regents adopted educational policies which seek to alleviate the achievement gaps of Native American students ([Position Paper #22](#)). The principles included in the Regents' nine directives sit firmly as the foundation for many of the activities which are now ideally to be implemented for all disadvantaged youth, particularly boys and young men of color.

This initiative is an extension of the [New York State Education Department My Brother's Keeper Guidance Document: Emerging Practices for Schools and Communities](#), which provides an overview of the outcome trends among boys of color in K-12 school environments, and a research review of the most prevalent strategies currently being implemented in schools and communities across the country. Each applicant should read the guidance document prior to submitting a proposal in order to ensure alignment to the goals of the MBK FCEP.

The purpose of the Family and Community Engagement Program is to increase the academic achievement and college and career readiness of boys and young men of color. Many schools and districts struggle with the challenge of how to develop and sustain effective relationships with families toward the goal of student success. Teacher, principals and school district leaders identify family engagement as one of the most challenging aspects of their work with students. When narrowing the scope of this ongoing concern to the issues of boys and young men of color, it is not only an issue of engaging and connecting to the immediate family, but to the extended family and community. Contributing to the problem is the lack of sustained, accessible, and effective opportunities to build capacity among Local Education Agency (LEA) staff, communities and families.

The initiative is particularly focused on building respectful and trusting relationships between home, community, and school. No meaningful family engagement to increase student success can be established until relationships of trust and respect are



established between home, community, and school. The development of a coherent implementation model is critical for success. For the basis of the Family and Community Engagement Program (FCEP), the Dual-Capacity Building Framework as outlined by the U.S. Department of Education (<https://www.dualcapacity.org/>) will serve as the model for implementation. The Dual Capacity-Building Framework components create a focus on building of the capacity of staff and families to engage in partnerships.

A successful MBK FCEP removes the conditions and circumstances that hinder boys and young men of color in school and in life by focusing on the identified project components and identifying the strategies and outcomes that each district expects to attain. The expectation is that measurable progress will be evidenced.

In addition to the specific indicators included in the description below of the four (4) identified project goals for districts, for the purposes of data reporting and analysis, projects are expected to produce data including but not limited to:

1. Comparative early learning measures for boys and young men of color
2. Comparative normative data measures in literacy for boys and young men of color
3. Comparative drop-out rates for boys and young men of color
4. Comparative attendance rates for boys and young men of color
5. Comparative retention rates for boys and young men of color
6. Increased graduation rates for boys and young men of color
7. Comparative performance on Regents Examinations and other standardized tests for boys and young men of color
8. Comparative number of college credits earned overall within a high school for boys and young men of color
9. Increased number of AP course completions in high school for boys and young men of color

## **FCEP OBJECTIVES AND KEY STRATEGIES**

Utilizing the methods of the Dual-Capacity Building Framework for Family-School Partnerships (Version 2), each Family and Community Engagement Program (FCEP), administered by a NYS public school district, will define and measure outcomes and evaluate practice to achieve the following goals:

**Goal 1:** Develop the knowledge and skills of school and district personnel, as well as families and community members, to increase required trust and relationships necessary to address student learning needs and abilities at each grade level.

- Initiatives are aligned with school and district achievement goals and connect families to the teaching and learning goals for the students. Professional development (PD) will be provided throughout the life of the project to develop the interpersonal and relationship building skills of school personnel.

- Progress will be measured by the number and content of PD opportunities offered, the number of attendees, and the number of personnel observed practicing and improving skills; Training opportunities for family and community members are provided to develop literacy, problem solving, and parent advocacy skills; Interest in, and success of, training will be measured by evaluation/feedback forms for each activity, and the number of participants attending regularly.
- Initiatives increase family participation in each child's education by implementing family and community engagement strategies based on current research. PD opportunities will be provided for school and district personnel related to the reading, interpretation, and analysis of data; applying data knowledge to making data-driven decisions regarding instruction, student placement, remediation services, etc.
  - Progress will be measured by the number of attendees, the number of data meetings held to plan and/or revise instructional and support strategies for students; and the number of personnel providing data information, knowledge, and skill to family and community members.
- Initiatives bring families and staff together for shared learning to create collective learning environments that foster peer learning and communications networks among families and staff. Family and community member training opportunities are supported by the intentional breaching of barriers to participation such as language translation services, transportation, child care, and convenient times and locations of training.
  - The success indicators will include an increase in the numbers of family and community members engaging in training and activities.
- Initiatives increase capacity to engage staff, families, and community to improve student outcomes through the scheduling of quarterly family and teacher conferences to discuss student learning profiles, the role of family members in supporting student(s), and the expected roles of personnel, family, and students in the plans for skill building and improved achievement.
  - The success of this indicator will be measured by increased attendance at conferences and improved academic achievement of students.

**Goal 2:** Provide access to multi-level networks that foster respect and trust in building family relationships with the school and school community.

- Initiatives must expand beyond mailings, automated phone calls, and even incentives like meals and prizes for attendance as these do little to ensure regular participation of families, and school staff is often less than enthusiastic about participating in these events. The school will develop policies and procedures regarding the use of electronic platforms as conduits to free-

- flowing and open communication and networking between students, family members, and the school.
- Success will be measured by the number of activities held to assist in welcoming student, family, and community members into the development and feedback processes of the policies and procedures, and by the number of attendees engaged in the processes.
  - Initiatives support a district or school's efforts to build the capacity of families and staff to form effective partnerships are integrated into all aspects of its improvement strategy, such as the recruitment and training of effective teachers and school leaders, professional development, and mechanisms of evaluation and assessment. Schools will design web pages, Facebook pages, and other forms of print and electronic platforms as conduits to free-flowing and open communication and networking between students, family members, and the school.
    - The success of this indicator will be measured by an increase in the number of contacts and conversations initiated, or reciprocated, by students, family members, and community members through the various platforms.
  - Initiatives encourage support from, and collaboration with, families, community-based organizations, and local associations in communities with high populations of low-achieving boys and young men of color. The school will lead the design of a system to ensure the timely response to student, family and/or community input; the system will include a code of conduct for use of the electronic platforms, as well as a plan for frequent monitoring of the platforms for appropriateness of use and content.
    - The success of the school's leadership will be measured by satisfaction levels of response time and helpfulness of electronic communication users, and the monitoring of the platforms will be measured by the numbers of complaints regarding the content of electronic communications and the number of inappropriate communications blocked through the monitoring process.
  - Initiatives develop an effective engagement strategy that is employed by the school staff, parents, and community members, and understand the infrastructure and skills required to sustain it. The face-to-face and electronic communication platforms developed and monitored by the school will encourage multi-level networks that assist in building respectful and trusting relationships between students and school personnel, students and family members, students and community members, school personnel and family members, school personnel and community members, and family members and community members.
    - The success of this indicator will be measured by an increase in the number of cross-contacts and conversations initiated, or reciprocated, by students, family members, and community members through the

various platforms, paying particular attention to relationships supportive of increased learning, achievement, and mentoring.

**Goal 3:** Create an environment where partnerships thrive in a comfortable, culturally diverse, and engaging atmosphere that fosters respect and trust.

- Initiatives provide outreach in families' home language to explain curriculum, school programming, special education services, enrichment programs, and the importance of school attendance. Initiatives provide translation services when necessary for any verbal, electronic, and print communications; seek community, county, state, and volunteer translation resources as appropriate for each situation, paying particular attention to the confidentiality of sensitive and protected information.
  - The success of this indicator will be measured by comparing the number of translators available and in use with the size of the non-English speaking community, as well as the number of documented uses of translation services compared to the identified need or requests for such services.
  
- Initiatives focus on building the intellectual, social, and human capital of stakeholders engaged in the program. Initiatives provide genuine opportunities for student, family, and community members to share in decision-making opportunities.
  - The success of this indicator will be measured by the number and type of decision-making opportunities within normal school operations, as well as activities supporting the FCEP, identified the number of students, family, and community members invited to participate; and documentation of the training provided to explain the role and responsibilities in each shared decision-making opportunity.
  
- During learning sessions, staff and families can receive information on skills and tools but must also have the opportunity to practice what they have learned and receive feedback and coaching from each other, peers, and facilitators. A plan and procedures are developed to ensure family and community members' safe and equitable access to public buildings to engage in activities, including volunteer activities, training, shared decision-making, etc. opportunities.
  - This indicator will be measured by the number of successfully completed entries of family and community members into the school and/or other public buildings for engagement in activities related to normal school operations as well as FCEP initiated or supported activities; the safe and equitable access plan will be reviewed by SED personnel monitoring program operations and activities.

- Initiatives provide advocacy services to assist and support families navigating the educational system as they help support student learning and strategies to collaborate with community partners to support student achievement and family practices.
- Initiatives provide targeted interventions supporting parents of children with special needs, aimed at developing skills, learning problem-solving approaches, or receiving support and resources for their child/children.
- Initiatives help families increase their knowledge and understanding of what their children should know and be able to do from birth through secondary school and will increase their portfolio of tools and activities that they can use to enhance their children's learning.
- District and school staff increase their knowledge and understanding of culturally responsive practices and pedagogy.
  - This indicator will be measured by the number of meetings, speaking engagements, and other efforts of collaboration with community partners, that are completed by school and FCEP personnel.

**Goal 4:** Commit to building and sustaining child-centered roles for the school, family, and community that values student learning and social and emotional development as equal educational partners.

- Adopt and implement a family and community involvement policy that is approved by the local Board of Education based upon:
  - helping families, extended families, and communities establish home environments that support student learning and social emotional developmental health;
  - developing a system for ongoing effective communication between the school and home and community;
  - recruiting, organizing, and supporting families, extended families, and communities;
  - providing information and resources to families, extended families, and communities to support student learning outside of the classroom;
  - including parents and community members in the engagement decision making process; and
  - identifying and recruiting community-based organizations, businesses, and institutions of higher education to partner with school districts and schools to support student achievement and family practices.
- Initiatives focus on empowering and enabling participants to be confident, active, knowledgeable, and informed stakeholders in the transformation of their schools and neighborhoods.
- Initiatives are purposefully designed as core components of educational goals such as school readiness, student achievement, and school turnaround.

- Initiatives design family, extended family, and community practices that are directly connected to student learning.
- Initiatives incorporate the use of mentors, teachers/tutors, and other high - quality support systems that are designed to improve student achievement and ensure a lasting and positive effect on classroom performance.
- Initiatives provide fatherhood training programs that focus on helping fathers play a positive role in the lives of their children, which includes the provision of emotional and material supports.

## **NYSED CONSORTIUM POLICY FOR STATE AND FEDERAL DISCRETIONARY GRANT PROGRAMS**

Participants can form a consortium to apply for the grant. In order to do so, the consortium must meet the following requirements:

1. The consortium must designate its member BOCES to serve as the applicant agency/fiscal agent for this grant. The grant will be prepared in the name of the BOCES, not the partnership/consortium since the group is not a legal entity.
2. All other consortium members (BOCES Component Districts) must be eligible for the grant as defined by the procurement criteria.
3. The applicant agency/fiscal agent must meet the following requirements:
  - A. Must be an eligible grant recipient as defined by statute;
  - B. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;
  - C. Must require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
  - D. Must be an active member of the partnership/consortium.
  - E. Cannot act as a flow-through for grant funds to pass to other recipients. NYSED has established a minimum level of direct service of 60% to be provided by the fiscal agent.
  - F. Is PROHIBITED from sub-granting funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.
  - G. Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each plan to participate.

## FUNDING REQUEST MAXIMUMS:

**\$6,000,000** will be allocated annually. Awards will be determined as follows:

- \$2,000,000 will be allocated for annual awards to New York City Community School Districts, High School Districts or District #75. Individual Community School Districts, High School Districts or District #75 may receive one (1) maximum annual award of \$100,000, and a Consortia of two (2) or more School Districts may receive one (1) maximum annual award of \$200,000.
  - The initial round of grant awards for New York City will be awarded based on a ranking of all New York City applications.
  - A Community School District, High School District or District #75 may receive one (1) award, either as an individual award or an award as part of a consortium, not both.
  - If the entire \$2,000,000 is allocated, all remaining eligible New York City applications will be added to the statewide ranking and will be eligible for funding after the initial round of applications are awarded.
  - If there are funds remaining that will not fully support funding the next highest application in the New York City ranking, that applicant may be given the opportunity to receive a partial award.
  - If there are not enough eligible applications from New York City to allocate the entire \$2,000,000, any remaining funds will be transferred to the statewide pool for distribution to statewide applicants.
- Rest of State (ROS) initial awards described below. Individual District applicants may receive one (1) maximum annual award of \$125,000. Consortiums (up to four (4) school Districts) may request a maximum of \$100,000 for each individual District within a consortium. A consortium may receive one (1) maximum annual award of \$400,000.

The initial round of awards will be distributed on a regional basis. New York State is divided into ten Regents Higher Education Regions (found here: <http://www.nysed.gov/common/nysed/files/regentsregions2009-2.pdf>).

- The highest -ranking applicant in each region with a passing score will be funded at the amount of their request, pending modification of the budget if it includes unallowable expenses. The remaining funds will be pooled into a single statewide sum to be awarded to the remaining eligible unfunded applicants in rank order by final application statewide score. This process should result in at least one program per region and should also support those meritorious applications competing on a statewide basis. If there are funds remaining that will not fully support funding the next highest application in the statewide ranking, that applicant will be given the opportunity to receive a partial award. If an eligible applicant chooses not to accept the partial award, the next eligible applicant will be contacted. Districts may receive one (1) award, either as an individual

award or an award as part of a consortium, not both.

- If no applications are received from a Region, funds will be transferred to the statewide pool for distribution to statewide applicants.
- After the initial round of regional ROS awards are determined, all remaining eligible ROS applications will be combined with any remaining NYC eligible applications. Applications will be ranked against scores of all statewide applications. Starting with the highest-ranked application, awards will be granted until all remaining funds are exhausted.

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All funding requests will be reviewed at the time of proposal submission. If certain costs cannot be supported by FCEP funds, the expenses will be removed from the proposed budget and the budget will be scored accordingly. Applicants will not be allowed to substitute new items for those that have been removed.

The New York State Education Department (NYSED) may suspend funding to any project that fails to provide required reports or carry out the priorities and requirements of the MBK-FCEP as identified in the RFP.

Application scores will be determined by a minimum of two reviewers.

- a.** If, however, the two reviewer's scores for the application show a discrepancy of more than 15 points, the application will be scored by a third reviewer. The two scores closest in numeric value will be averaged to calculate the final average score of the application. If the third reviewer's score is equal to the average of the two original scores, the third reviewer's score will become the final score.
- b.** The final average application score must be 60 points or more for an application to be considered for funding. Failure to meet this requirement will disqualify a proposal from further consideration.
- c.** In the event of a tie score, the tie -breaker will be the highest score on the Program Objectives section of the scoring rubric in the Narrative Application.
- d.** If the scores remain tied after this step, a second tiebreaker will be the highest score on the Need Based Score section of the scoring rubric in Attachment 4 of the Application.

If new or additional funding becomes available, and NYSED chooses to distribute this funding to applicants of this current RFP, NYSED will allocate the funds in this order by:

1. Making whole any funded programs that have received a partial award;
2. Approving awards in rank order, first by region, then statewide, for eligible applicants who received passing scores, but who did not rank high enough to receive the initial funding; and
3. Allocating additional funds among already awarded programs. Maximum request amounts will be established by distributing funding proportionally



(based on total annual budget) to those currently funded projects.

Such plan will be subject to review and approval by the Office of the State Comptroller. A decrease in funding for any funding year will result in a proportional reduction to all funded projects based on total annual budget.

## **Allowable Expenditures**

Allowable expenses include the following:

1. **Program administration:** including as allowable: professional and non-professional salaries, fringe benefits, staff travel, purchased services/consultant services, regional and statewide professional development; reimbursement for “release time” for school personnel engaged in program planning and implementation reported as a purchased service. Out of state travel requires prior approval by SED.
2. **Program activities:** including as deemed allowable: professional development, community engagement events, program achievement/awards, project brochures/materials and promotional activities, expenses related to program attendance and state administration of the FCEP such as participant transportation, and evaluation materials and activities.
3. **Administrative and instructional supplies, materials, and durable goods:** including instructional or administrative computer software and computers, etc., which are used principally in the operation and administration of the project.
  - a. When durable goods (to include computer equipment) are purchased with FCEP-SED funds, it is the responsibility of the district to ensure that an Equipment Inventory Form is completed and that a copy is submitted to the FCEP-SED.
  - b. If a program closes, any durable goods purchased with FCEP-State funds must be released for transfer to another FCEP program so that the durable goods continue to support FCEP students.
  - c. FCEP-SED staff will assist District staff in arranging the transfer of such durable goods.

## **Non-Allowable Expenses**

1. Funds may not be used for indirect costs.
2. Funds may not be used for construction or renovation of classroom or office space.
3. Funds may not be used for equipment (items with a per-unit cost of \$5000 or more).
4. Funds are not available for rental of office or meeting space, storage facilities, equipment, fixtures or communication cost (phone, postage, and/or electronic communication cost).
5. Funds cannot be used for items which previously had been assumed by the institution. The purpose of a FCEP award is to supplement rather than supplant monies previously or presently allocated to FCEP related activities.

6. FCEP funds are intended to establish new efforts or to enrich or expand existing ones. They may not be used to supplant funding of other existing efforts.
7. FCEP funds cannot be used to pay for the salary or stipend of the FCEP Director's Supervisor or someone designated as a Principal Investigator for the grant.
8. Funds may not be used for purposes other than those described in the approved grant award.
9. FCEP funds cannot be used for organizational dues or items not specifically allowed under the categories identified above.

## **Transfer of Funds**

1. Budget transfers of more than 10 percent in any category must be submitted as a budget amendment. Form FS-10-A: Proposed Amendment for a Federal or State Project must be used to request a budget amendment and must be submitted to FCEP-SED for review. All FS-10-A forms must be submitted anytime between the start date of any funding year and July 31<sup>st</sup> of that year. Funds should not be expended until the budget amendment has been approved in writing. If the amount of the modification is equal to or greater than ten percent of the total value of the contract, the modification will require the prior approval of the Office of the State Comptroller.
2. Funds up to 10 percent of line categories may be transferred between approved line categories without prior written approval. However, FCEP-SED must be informed in writing of all amendments made to an approved budget within 30 days of each occurrence, but no later than July 31<sup>st</sup> of the program year.

## **Institutional Funds**

1. Matching Funds: A minimum 25 percent match of the approved FCEP grant is required. The matching requirement may be met through the District's own resources, private sources, other governmental sources, and/or in-kind services. Other State funds may be used in this match with the exception of state grant funds from educational opportunity programs but may not duplicate services provided. All matching contributions must be used for activities related exclusively to the FCEP project, and institutional accounts must be structured to reflect this contribution by the appropriate line item.
2. Program Support: The district must provide sufficient space and other resources for the effective operation of the program.

3. Institutional Obligation: Districts approved for funding will have an obligation to honor the district amount committed in support of the program in each budget category. This obligation will be reflected in the approved budget agreed to by the State Education Department and the institution. The budget may be amended during the year following the procedures stated above in *Transfer of Funds*.

## **Budget (FS-10)**

The application must include a budget and budget narrative for each category of expenditure that is required for the grant (Professional Salaries, Support Staff Salaries, Purchased Services, Travel Expenses, Employee Benefits, BOCES Services) and a Proposed Budget for a Federal or State project (FS-10). The necessary and appropriate narrative should include sufficient detail to allow reviewers to understand how the funds will be utilized and clearly articulate the relationship between the proposed expenditure and project activities and goals.

The total from each of the Budget Category Forms must correspond to amounts shown on the Budget Summary Form. Please be sure to check all cost calculations for accuracy.

Applicants must submit an FS-10 budget with this application for the initial 12-month project period. The 12-month budget will be reviewed and scored.

The applicant must complete the FS-10 Budget Form. Budgeted costs must comply with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the [Grants Finance website](#). The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](#).

The budget should be reasonable and appropriate to cover program expenses.

For more information, visit the [Grants Finance website](#)

## **Reporting and Monitoring**

Grantees must submit both an interim report and an annual performance report. The annual performance report should be submitted at the end of each grant period but no later than the first Friday in October of each year of the grant. The performance report should demonstrate that substantial progress has been made toward meeting the project goals and the program performance indicators. Additional information about the annual performance

report will be made available to grantees by SED after grant awards are made. Grantees who do not demonstrate adequate performance may be discontinued.

## **Requirements for Funding**

**Payee Information Form/NYSED Substitute W-9** – The [Payee Information Form](#) is a packet containing the Payee Information Form itself and an accompanying NYSED Substitute W-9. The NYSED Substitute W-9 may or may not be needed from your agency. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through NYSED.

### **Entities' Responsibility**

Projects must operate under the jurisdiction of the local board of education, or other appropriate governing body, and are subject to at least the same degree of accountability as all other expenditures of the local agency. The local board of education, or other appropriate governing body, is responsible for the proper disbursement of, and accounting for, project funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations and inventory control must be followed. Supporting or source documents are required for all grant-related transactions entered into the local agency's recordkeeping systems. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time and effort records, delivery receipts, vendor invoices, travel documentation and payment documents.

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

For additional information about grants, please refer to the [Fiscal Guidelines for Federal and State Aided Grants](#).

### **Accessibility of Web-Based Information and Applications**

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the

results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

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

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

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

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

M/WBE participation includes services, materials, or supplies purchased from minority- and women-owned firms certified with the NYS Division of Minority and Women Business Development. Not-for-profit agencies are not eligible for this certification. For additional information and a listing of currently certified M/WBEs, see the [NYS MWBE Directory](#).

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

1. direct personal services (i.e., professional and support staff salaries) and fringe benefits; and
2. rent, lease, utilities and indirect costs, if these items are allowable expenditures.

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

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

**METHODS TO COMPLY**

An applicant can comply with NYSED's M/WBE policy by one of three methods:

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

**COMPLETE FORMS:**

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 100 Utilization Plan

## M/WBE 102 Notice of Intent to Participate

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

### COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 100 Utilization Plan
- M/WBE 101 Request for Waiver
- M/WBE 102 Notice of Intent to Participate
- M/WBE 105 Contractor's Good Faith Efforts

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

### COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 101 Request for Waiver
- M/WBE 105 Contractor's Good Faith Efforts

## GOOD FAITH EFFORTS

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

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

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

## REQUEST FOR WAIVER

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

NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable applicants to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total budget.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) should be reported to the NYSED M/WBE Program Unit using the M/WBE 104G Quarterly M/WBE Compliance Report. This report should be submitted on a quarterly basis and can be requested at [MWBEGrants@nysed.gov](mailto:MWBEGrants@nysed.gov).

NYSED's M/WBE Coordinator is available to assist applicants in meeting the M/WBE goals. The Coordinator can be reached at [MWBEGrants@nysed.gov](mailto:MWBEGrants@nysed.gov).

### **Equal Employment Opportunity Reporting (EEO) Pursuant to Article 15-A of the New York State Executive Law**

Applicants must complete and submit form EEO 100: Staffing Plan.

### **NYSED's Reservation of Rights**

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation; (16) request best and final offers.



## **Debriefing Procedures**

All unsuccessful applicants may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED. Bidders may request a debriefing letter on the selection process regarding this RFP by submitting a written request to the Fiscal Contact person at:

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 501W EB  
Albany, NY 12234

The Fiscal Contact person will arrange with program staff to provide a written summary of the proposal's strengths and weaknesses, as well as recommendations for improvement. Within ten (10) business days, the program staff will issue a written debriefing letter to the bidder.

## **Contract Award Protest Procedures**

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

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

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

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 501W EB  
Albany, NY 12234

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

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

### **Workers' Compensation Coverage and Debarment**

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

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

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

### **PROOF OF COVERAGE REQUIREMENTS**

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

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

### **Proof of Workers' Compensation Coverage**

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

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

### **Proof of Disability Benefits Coverage**

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

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

For additional information regarding workers' compensation and disability benefits requirements, please refer to the [New York State Workers' Compensation Board website](#). Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

## **Submission Instructions and Method of Award**

### **Page Limits and Formatting Specifications**

The Proposal Narrative and Budget Narrative are to be submitted on single-spaced 8.5" x 11" pages with one-inch margins. Charts/tables are not required to adhere to this standard. Use a Times Roman or Arial font in a 12-point size. If the Proposal Narrative and Budget Narratives exceed the page limit, the excess pages will not be read by the reviewers. Do not include any attachments or addenda. All forms provided in Attachment 4: Program Objectives, Strategies, Activities, Services and Performance Measure/Data Sources, and Need Based Calculations must be included in the proposal, however do not count toward the page limits.

Proposal Narrative – no more than 10 pages

Budget Narrative -- no more than 3 pages

### **Proposal Narrative (100 points)**

Provide a comprehensive description of the proposed project. Be clear, precise and adhere to the following required format. The narrative will be reviewed in accordance with the following points and according to the Proposal Narrative Rubric.

- 1. Executive Summary (0 points, but required)**
- 2. Organizational Background (6 points)**
- 3. Need and Cooperative Relationships (6 points)**
- 4. Program Objectives, Strategies, Activities, Services and Performance Measures (43 points)**
- 5. Project Staffing and Management (5 points)**
- 6. Budget / Budget Narrative (20 points)**
- 7. Need Based Score (20 points)**

### **NARRATIVE FORMAT**

- A. Application Cover Page
- B. Executive Summary (1-page max)

This section summarizes the proposal's purpose, scope, outcomes and methodology used.

C. Organizational Background:  
This section should include:

1. An overview and brief description of the applicant school, district or consortium partnership and administrative structure
2. This section should explain why your district is qualified for a Family and Community Engagement Program (FCEP)
3. A brief history, accomplishments, qualifications, and educational experience in serving the needs of underrepresented and at-risk populations
4. Internal Program Relationships:
  - a. Describe the internal structure of the FCEP project, including the following:
    - i. The staff positions that have coordinating responsibilities for the major components of the program (e.g., administration, teaching, counseling, tutoring, evaluating, budgeting, reporting)
    - ii. A FCEP organizational chart including all program-related personnel

D. Need and Cooperative Relationships

1. Identify the need explaining why the district seeks to operate a FCEP project and the student groups selected for involvement. This section should include the following:
2. Why does your school district want to initiate a FCEP project?
  - a) Community description including poverty, education, and other information that describes or relates to your target population and the goals of your proposal
3. Fully describe the criteria and processes used to solicit, recruit and involve community organizations and groups, businesses, and institutions of higher education in forming FCEP partnerships. Please be specific.
4. Provide a description of the roles and responsibilities of any other local education agencies, school district(s), community-based organizations, and all other parties who will participate in the project. Specify how each collaborating party will contribute to the project.
  - a) Partnership Agreement(s) that describes collaborations **must** be attached.
5. Describe the school's plan to coordinate and integrate FCEP activities into a systematic approach of enhancing student achievement and college/career readiness.

E. Program Objectives, Strategies, Activities, Services and Performance Measures/Data Sources

**Use the forms provided in Attachment 4: Program Objectives, Strategies, Activities, Services and Performance Measures/Data Sources**

**Goal 1:** Develop the knowledge and skills of school and district personnel, as well as families and community members, to increase required trust and relationships necessary to address student learning needs and abilities at each grade level.

- Initiatives are aligned with school and district achievement goals and connect families to the teaching and learning goals for the students. Professional development (PD) will be provided throughout the life of the project to develop the interpersonal and relationship building skills of school personnel.
  - Progress will be measured by the number and content of PD opportunities offered, the number of attendees, and the number of personnel observed practicing and improving skills; Training opportunities for family and community members are provided to develop literacy, problem solving, and parent advocacy skills; Interest in, and success of, training will be measured by evaluation/feedback forms for each activity, and the number of participants attending regularly.
- Initiatives increase family participation in each child's education by implementing family and community engagement strategies based on current research. PD opportunities will be provided for school and district personnel related to the reading, interpretation, and analysis of data; applying data knowledge to making data-driven decisions regarding instruction, student placement, remediation services, etc.
  - Progress will be measured by the number of attendees, the number of data meetings held to plan and/or revise instructional and support strategies for students; and the number of personnel providing data information, knowledge, and skill to family and community members.
- Initiatives bring families and staff together for shared learning to create collective learning environments that foster peer learning and communications networks among families and staff. Family and community member training opportunities are supported by the intentional breaching of barriers to participation such as language translation services, transportation, childcare, and convenient times and locations of training.
  - The success indicators will include an increase in the numbers of family and community members engaging in training and activities.
- Initiatives increase capacity to engage staff, families, and community to improve student outcomes through the scheduling of quarterly family and teacher conferences to discuss student learning profiles, the role of family members in supporting student(s), and the expected roles of personnel, family, and students in the plans for skill building and improved achievement.
  - The success of this indicator will be measured by increased attendance at conferences and improved academic achievement of students.

**Goal 2:** Provide access to multi-level networks that foster respect and trust in building family relationships with the school and school community.

- Initiatives must expand beyond mailings, automated phone calls, and even incentives like meals and prizes for attendance as these do little to ensure regular participation of families, and school staff is often less than enthusiastic

about participating in these events. The school will develop policies and procedures regarding the use of electronic platforms as conduits to free-flowing and open communication and networking between students, family members, and the school.

- Success will be measured by the number of activities held to assist in welcoming student, family, and community members into the development and feedback processes of the policies and procedures, and by the number of attendees engaged in the processes.
- Initiatives support a district or school's efforts to build the capacity of families and staff to form effective partnerships are integrated into all aspects of its improvement strategy, such as the recruitment and training of effective teachers and school leaders, professional development, and mechanisms of evaluation and assessment. Schools will design web pages, Facebook pages, and other forms of print and electronic platforms as conduits to free-flowing and open communication and networking between students, family members, and the school.
  - The success of this indicator will be measured by an increase in the number of contacts and conversations initiated, or reciprocated, by students, family members, and community members through the various platforms.
- Initiatives encourage support from, and collaboration with, families, community-based organizations, and local associations in communities with high populations of low-achieving boys and young men of color. The school will lead the design of a system to ensure the timely response to student, family and/or community input; the system will include a code of conduct for use of the electronic platforms, as well as a plan for frequent monitoring of the platforms for appropriateness of use and content.
  - The success of the school's leadership will be measured by satisfaction levels of response time and helpfulness of electronic communication users, and the monitoring of the platforms will be measured by the numbers of complaints regarding the content of electronic communications and the number of inappropriate communications blocked through the monitoring process.
- Initiatives develop an effective engagement strategy that is employed by the school staff, parents, and community members, and understand the infrastructure and skills required to sustain it. The face-to-face and electronic communication platforms developed and monitored by the school will encourage multi-level networks that assist in building respectful and trusting relationships between students and school personnel, students and family members, students and community members, school personnel and family members, school personnel and community members, and family members and community members.
  - The success of this indicator will be measured by an increase in the number of cross-contacts and conversations initiated, or reciprocated, by students, family members, and community members through the various

platforms, paying particular attention to relationships supportive of increased learning, achievement, and mentoring.

**Goal 3:** Create an environment where partnerships thrive in a comfortable, culturally diverse, and engaging atmosphere that fosters respect and trust.

- Initiatives provide outreach in families' home language to explain curriculum, school programming, special education services, enrichment programs, and the importance of school attendance. Initiatives provide translation services when necessary for any verbal, electronic, and print communications; seek community, county, state, and volunteer translation resources as appropriate for each situation, paying particular attention to the confidentiality of sensitive and protected information.
  - The success of this indicator will be measured by comparing the number of translators available and in use with the size of the non-English speaking community, as well as the number of documented uses of translation services compared to the identified need or requests for such services.
- Initiatives focus on building the intellectual, social, and human capital of stakeholders engaged in the program. Initiatives provide genuine opportunities for student, family, and community members to share in decision-making opportunities.
  - The success of this indicator will be measured by the number and type of decision-making opportunities within normal school operations, as well as activities supporting the FCEP, identified the number of students, family, and community members invited to participate; and documentation of the training provided to explain the role and responsibilities in each shared decision-making opportunity.
- During learning sessions, staff and families can receive information on skills and tools but must also have the opportunity to practice what they have learned and receive feedback and coaching from each other, peers, and facilitators. A plan and procedures are developed to ensure family and community members' safe and equitable access to public buildings to engage in activities, including volunteer activities, training, shared decision-making, etc. opportunities.
  - This indicator will be measured by the number of successfully completed entries of family and community members into the school and/or other public buildings for engagement in activities related to normal school operations as well as FCEP initiated or supported activities; the safe and equitable access plan will be reviewed by SED personnel monitoring program operations and activities.
- Initiatives provide advocacy services to assist and support families navigating the educational system as they help support student learning and strategies to



collaborate with community partners to support student achievement and family practices.

- Initiatives provide targeted interventions supporting parents of children with special needs, aimed at developing skills, learning problem-solving approaches, or receiving support and resources for their child/children.
- Initiatives help families increase their knowledge and understanding of what their children should know and be able to do from birth through secondary school and will increase their portfolio of tools and activities that they can use to enhance their children's learning.
- District and school staff increase their knowledge and understanding of culturally responsive practices and pedagogy.
  - This indicator will be measured by the number of meetings, speaking engagements, and other efforts of collaboration with community partners, that are completed by school and FCEP personnel.

**Goal 4:** Commit to building and sustaining child-centered roles for the school, family, and community that values student learning and social and emotional development as equal educational partners.

- Adopt and implement a family and community involvement policy that is approved by the local Board of Education based upon:
  - helping families, extended families, and communities establish home environments that support student learning and social emotional developmental health;
  - developing a system for ongoing effective communication between the school and home and community;
  - recruiting, organizing, and supporting families, extended families, and communities;
  - providing information and resources to families, extended families, and communities to support student learning outside of the classroom;
  - including parents and community members in the engagement decision making process; and
  - identifying and recruiting community-based organizations, businesses, and institutions of higher education to partner with school districts and schools to support student achievement and family practices.
- Initiatives focus on empowering and enabling participants to be confident, active, knowledgeable, and informed stakeholders in the transformation of their schools and neighborhoods.
- Initiatives are purposefully designed as core components of educational goals such as school readiness, student achievement, and school turnaround.
- Initiatives design family, extended family, and community practices that are directly connected to student learning.
- Initiatives incorporate the use of mentors, teachers/tutors, and other high-quality support systems that are designed to improve student achievement and ensure a lasting and positive effect on classroom performance.

- Initiatives provide fatherhood training programs that focus on helping fathers play a positive role in the lives of their children, which includes the provision of emotional and material supports.

For each goal, be sure to address the following in Attachment 4:

- **Objectives and Strategies**

List the specific objectives to be accomplished. Objectives must support the FCEP goals and key strategies and should be measurable. Objectives should be focused on improving student learning and increasing the number of boys and young men of color who are prepared for college and/or careers. Each of the FCEP goals listed should be addressed.

- **Activities and Services**

List and describe each activity and service that supports the achievement of each objective. Include required instructional, support, and advocacy services needed for staff, student, family and community member engagement and growth.

- **Staff Responsible**

Indicate staff responsible for the implementation of each activity or service

- **Timeframe**

Indicate the start and end dates, the timeframe, and the duration of each activity or service

- **Measures/Data Sources**

For each objective, describe the performance measures/data sources that will assess its efficacy. Indicate the populations to be served and the tools, methods, and instruments that will be used.

F. **Project Staffing and Management**

1. Describe a management plan that will assure the effective completion of project activities given the fiscal and other resources available.
2. Provide an organizational chart which indicates the management structure of the program within the district

**Note: Direct involvement of school/district administrator is required.**

3. Briefly describe all professional staff positions (full-time and part-time, paid and volunteer) that will be assigned directly to the project. Define role and scope of designated positions.
4. List the names and titles of all full-time and part-time professional and instructional staff for the project. Provide current resumes for all professionals in the project.

G. Form FS-10 Budget and Narrative

Using the Form FS-10 Budget Form, provide an itemized budget and brief narrative of how the requested funds will be used for the **first year** of the project

Budgeted items must be reasonable in cost and necessary for the project in order to receive the maximum points. SED staff will eliminate any non-allowable or unreasonable items in the budget. **Grantees will not be allowed to substitute new items for those that have been eliminated.**

Budgeted costs must comply with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online on the [Grants Finance website](#). The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](#).

H. Need Based Calculations

All applicants must use the form provided in Attachment 4. For applicants applying as a consortium, all consortium members (BOCES Component Districts) must submit an individual form. New York City Community School Districts and High School Districts must submit a form for each district. Scores will be averaged together to formulate a need base score.

**APPLICATION EVALUATION RUBRIC**  
**Family and Community Engagement Program (FCEP)**  
**2021-2025 Funding Application**  
**Evaluation Rubric**

Applicant:			
Reviewer's Initials:	Review Completed:	Funding Requested:	Score:

**Evaluation Process**

Reviewers are asked to evaluate each technical component as listed in the Evaluation Rubric on a scale provided for each component. Reviewers will review applications independently and keep applications and scores confidential. Reviewer comments are required to support the score given in each section.

The final average application score must be 60 points or more for an application to be considered for funding. Failure to meet this requirement will disqualify a proposal from further consideration.

**Rating Guidelines:**

<b>Excellent</b>	Specific and comprehensive. Complete, detailed and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed ideas.
<b>Good</b>	General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.
<b>Fair</b>	Sketchy and non-specific. Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail.
<b>Poor Information</b>	Fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.
<b>Not Found (NF)</b>	Does not address the criteria or simply restates the criteria.

**Executive Summary (0 points)**

The proposal briefly and concisely describes the purpose and goals of the project and how the goals will be accomplished.

**Organizational Background (6 points)**

	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>N/F</b>
The proposal provides an overview and brief description of the applicant school, district or consortium partnership and administrative structure	<b>2</b>	<b>1.5</b>	<b>1</b>	<b>.5</b>	<b>0</b>
The proposal provides an explanation why the district is qualified for a Family and Community Engagement Program (FCEP)	<b>2</b>	<b>1.5</b>	<b>1</b>	<b>.5</b>	<b>0</b>
The proposal provides a brief history, accomplishments, qualifications, and educational experience in serving the needs of underrepresented and at-risk populations	<b>1</b>	<b>.75</b>	<b>.50</b>	<b>.25</b>	<b>0</b>
The proposal provides an explanation of the Internal Program Relationships	<b>1</b>	<b>.75</b>	<b>.50</b>	<b>.25</b>	<b>0</b>
Comments:			Score (     ) out of 6		

**Need and Cooperative Relationships (6 points)**

	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>N/F</b>
Proposal describes the need explaining why the school seeks to operate a FCEP project and the student groups selected for involvement.	<b>2</b>	<b>1.5</b>	<b>1</b>	<b>.5</b>	<b>0</b>
Proposal describes the criteria and processes used to solicit, recruit and involve community-based organizations and groups, businesses, and institutions of higher education in forming FCEP partnerships.	<b>2</b>	<b>1.5</b>	<b>1</b>	<b>.5</b>	<b>0</b>
Proposal provides a description of the roles and responsibilities of any other local education agencies, school district(s), community-based organizations, and all other parties who will participate in the project.	<b>1</b>	<b>.75</b>	<b>.5</b>	<b>.25</b>	<b>0</b>
Proposal describes the school's plan to coordinate and integrate FCEP activities into a systematic approach of enhancing student achievement and college/career readiness.	<b>1</b>	<b>.75</b>	<b>.5</b>	<b>.25</b>	<b>0</b>
<p>Comments: _____ Score (     ) out of 6</p>					

**Program Objectives, Strategies, Activities, Services and Performance Measures/Data Sources (43 points)**

<b>Goal 1: Proposal outlines strategies to develop the knowledge and skills of school personnel, families, and community members to address student learning and abilities at each grade level:</b>  <b>Specifically, the proposal identifies initiatives to:</b>	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>N/F</b>
Align with school and district achievement goals and connect families to the teaching and learning goals for the students.	4	3	2	1	0
Increase family participation in each child's education by implementing family and community engagement strategies based on current research.	3	2.25	1.5	.75	0
Bring families and staff together for shared learning to create collective learning environments that foster peer learning and communications networks among families and staff.	3	2.25	1.5	.75	0
Increase capacity to engage staff, families, and community to improve student outcomes.	4	3	2	1	0
Comments: <span style="float: right;">Goal 1 Score (    ) out of 14</span>					

<b>Goal 2: Proposal outlines strategies to provide access to multi-level networks that foster respect and trust in building family relationships with the school and school community. Specifically, the proposal identifies initiatives to:</b>	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>N/F</b>
Expand beyond mailings, automated phone calls, and even incentives like meals and prizes for attendance	<b>1</b>	<b>.75</b>	<b>.5</b>	<b>.25</b>	<b>0</b>
Form effective partnerships that are integrated into all aspects of its improvement strategy	<b>1</b>	<b>.75</b>	<b>.5</b>	<b>.25</b>	<b>0</b>
Encourage support from, and collaboration with, families, community-based organizations, and local associations in communities with high populations of underrepresented and at-risk populations.	<b>3</b>	<b>2.25</b>	<b>1.5</b>	<b>.75</b>	<b>0</b>
Develop an effective engagement strategy that is employed by the school staff, parents, and community members, and understand the infrastructure and skills required to sustain it	<b>2</b>	<b>1.5</b>	<b>1</b>	<b>.5</b>	<b>0</b>
Comments: <span style="float: right;">Objective 2 Score (     ) out of 7</span>					



<b>Goal 3: Proposal outlines strategies to create an environment where partnerships thrive in a comfortable, culturally diverse, and engaging atmosphere that fosters respect and trust. Specifically, the proposal identifies initiatives to:</b>	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>N/F</b>
Provide outreach in families' home language to explain curriculum, school programming, special education services, enrichment programs, and the importance of school attendance	<b>3</b>	<b>2.25</b>	<b>1.5</b>	<b>.75</b>	<b>0</b>
Focus on building the intellectual, social, and human capital of stakeholders engaged in the program	<b>3</b>	<b>2.25</b>	<b>1.5</b>	<b>.75</b>	<b>0</b>
Ensure that staff and families can receive information on skills and tools, but must also have the opportunity to practice what they have learned and receive feedback and coaching from each other, peers, and facilitators	<b>2</b>	<b>1.5</b>	<b>1</b>	<b>.5</b>	<b>0</b>
Provide advocacy services to assist and support families navigating the educational system as they help support student learning	<b>2</b>	<b>1.5</b>	<b>1</b>	<b>.5</b>	<b>0</b>
Provide targeted interventions supporting parents of children with special needs, aimed at developing skills, learning problem- solving approaches, or receiving	<b>3</b>	<b>2.25</b>	<b>1.5</b>	<b>.75</b>	<b>0</b>

support and resources for their child/children.					
District and school staff increase their knowledge and understanding of culturally responsive practices and pedagogy.	<b>2</b>	<b>1.5</b>	<b>1</b>	<b>.5</b>	<b>0</b>
Comments: Objective 3 Score ( ) out of 15					
<b>Goal 4: Proposal outlines strategies to commit to building and sustaining child-centered roles for the school, family, and community that values student learning and social and emotional development as equal educational partners. Specifically, the proposal identifies initiatives to:</b>	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>N/F</b>
Adopt and implement a family and community involvement policy that is approved by the local Board of Education based upon the criteria identified	<b>2</b>	<b>1.5</b>	<b>1</b>	<b>.5</b>	<b>0</b>
Focus on empowering and enabling participants to be confident, active, knowledgeable, and informed stakeholders in the transformation of their schools and neighborhoods	<b>1</b>	<b>.75</b>	<b>.5</b>	<b>.25</b>	<b>0</b>
Become core components of educational goals such as school readiness, student achievement, and school turnaround	<b>1</b>	<b>.75</b>	<b>.5</b>	<b>.25</b>	<b>0</b>

Design family, extended family, and community practices that are directly connected to student learning	1	.75	.5	.25	0
Incorporate the use of mentors, teachers/tutors, and other high- quality support systems that are designed to improve student achievement and ensure a lasting and positive effect on classroom performance	1	.75	.5	.25	0
Provide fatherhood training programs that focus on helping fathers play a positive role in the lives of their children, which includes the provision of emotional and material supports.	1	.75	.5	.25	0
Comments: Objective 4 Score ( ) out of 7					
<b>Total of Goals 1-4 Scores</b>					
Goal 1 Score ( )					
Goal 2 Score ( )					
Goal 3 Score ( )					
Goal 4 Score ( )					
Total Score ( ) out of 43					

**Project Staffing and Management (5 points)**

	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>N/F</b>
Proposal describes a management plan that will assure the effective completion of project activities given the fiscal and other resources available	<b>2</b>	<b>1.5</b>	<b>1</b>	<b>.5</b>	<b>0</b>
Proposal provides an organizational chart which indicates the management structure of the program within the district	<b>1</b>	<b>.75</b>	<b>.5</b>	<b>.25</b>	<b>0</b>
Proposal describes all professional staff positions (full-time and part-time, paid and volunteer) that will be assigned directly to the project. Define role and scope of designated positions	<b>1</b>	<b>.75</b>	<b>.5</b>	<b>.25</b>	<b>0</b>
Proposal lists the names and titles of all full-time and part-time professional and instructional staff for the project	<b>1</b>	<b>.75</b>	<b>.5</b>	<b>.25</b>	<b>0</b>
Comments:	Score (     ) out of 5				

**Budget/Budget Narrative (20 points)**

	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>N/F</b>
The Proposed Budget, FS-10, and Budget Narrative provide complete information and indicate all proposed expenditures from FCEP, institutional and other source funds. The budget is appropriate and consistent with the scope of the services.	<b>10</b>	<b>7.5</b>	<b>5.0</b>	<b>2.50</b>	<b>0</b>
Proposed expenditures are reasonable and cost effective.	<b>5</b>	<b>3.75</b>	<b>2.5</b>	<b>1.25</b>	<b>0</b>
The proposal demonstrates how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided.	<b>5</b>	<b>3.75</b>	<b>2.5</b>	<b>1.25</b>	<b>0</b>
Comments:	Score (     ) out of 20				

Need Based Score Calculations

<b>Free &amp; Reduced Price Lunch Program</b>		
<b>Comparison</b>	<b>Threshold</b>	<b>Points</b>
=	0.00%	0
≧	0.06%	1
≧	11.52%	2
≧	20.17%	3
≧	28.93%	4
≧	36.02%	5
≧	41.26%	6
≧	46.68%	7
≧	50.79%	8
≧	55.41%	9
≧	62.14%	10
<b>English Language Learners</b>		
<b>Comparison</b>	<b>Threshold</b>	<b>Points</b>
=	0.00%	0
≧	0.00%	1
≧	0.35%	2
≧	0.80%	3
≧	1.68%	4
≧	4.05%	5
<b>District Graduation Rate</b>		
<b>Comparison</b>	<b>Threshold</b>	<b>Points</b>
<	100.00%	1
≧	94.56%	2
≧	90.70%	3
≧	87.13%	4
≧	81.36%	5
=	0.00%	0

## Scoring

Executive Summary		0
Organizational Background	( ) out of	6
Need & Cooperative Relationships	( ) out of	6
Program Objectives, Strategies, Activities, Services And Performance Measures/Data Sources	( ) out of	43
Project Staffing and Management	( ) out of	5
Budget/Budget Narrative	( ) out of	20
Need Based Score	( ) out of	20
Total Score:	( ) out of	100

Additional Comments:

## **Required Terms and Certifications**

Appendix A: Standard Clauses for NYS Contracts  
Appendix A-1G: Agency-Specific Clauses  
Appendix Z: Required Certifications and Assurances

Attachment 1: Application Checklist  
Attachment 2: Application Cover Page  
Attachment 3: Sample Partnership Agreement  
Attachment 4: Instructions for Completing Program Objectives, Strategies, Activities, Services and Performance Measures/Data Sources, and Need Based Calculations  
Attachment 5: M/WBE Documents  
M/WBE Goal Calculation Worksheet  
M/WBE Cover Letter  
M/WBE Utilization Plan (M/WBE 100)  
M/WBE Subcontractor/Suppliers Notice of Intent to Participate (M/WBE 102)  
M/WBE Contractor Good Faith Efforts Certification (M/WBE 105)  
M/WBE Contractor Unavailable Certification (M/WBE 105A)  
Request for Waiver Form (M/WBE 101)  
Equal Employment Opportunity Staffing Plan (EEO 100) Instructions



## 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 \$25,000, 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 § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 105.4).

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal

employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business

Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
[NYS M/WBE Directory](#)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("[Prohibited Entities List](#)").

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

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

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

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

(October 2019)

## 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.

### Responsibility Provisions

#### A. General Responsibility Language

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

#### B. Suspension of Work (for Non-Responsibility)

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

C. Termination (for Non-Responsibility)

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

Safeguards for Services and Confidentiality

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



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

Rev. 5/12/14

## *Appendix Z*

### **Required Assurances and Certifications**

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#### **Sexual Harassment Prevention Certification**

By submission of this application, each applicant and each person signing on behalf of any applicant certifies, and in the case of a joint application each party thereto certifies its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

## Attachment 1 Application Checklist

### Application Checklist

Listed below are the required documents for a complete application package, in the order that they should be submitted. Use this checklist to ensure that your application submission is complete and in compliance with application instructions.

Required Documents	Checked-Applicant	Checked –SED	
Application Cover Page with Original Signature of Chief Administrative Officer (Attachment 2)	<input type="checkbox"/>	<input type="checkbox"/>	
Consortium Agreement (if applicable)			
Mandatory Partnership Agreement (Attachment 3)			
<a href="#">Payee Information Form</a> (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>	
Proposal Narrative, including completed Attachment 4	<input type="checkbox"/>	<input type="checkbox"/>	
<a href="#">FS-10 Budget</a> (signature required)	<input type="checkbox"/>	<input type="checkbox"/>	
Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>	
Worker's Compensation Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>	
Disability Benefits Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>	
<b>M/WBE Documents Package (original signatures required) (Attachment 5)</b>			
<input type="checkbox"/> Full Participation <input type="checkbox"/> Request Partial Waiver <input type="checkbox"/> Request Total Waiver			
	<b>Forms Required</b>		
Type of Form	Full Participation	Request Partial Waiver	Request Total Waiver
Calculation of M/WBE Goal Amount	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>M/WBE 100</b> Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>M/WBE 102</b> Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>M/WBE 105</b> Contractor's Good Faith Efforts	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<b>M/WBE 101</b> Request for Waiver Form and Instructions	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<b>EE0 100</b> Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SED Comments:**

Has the applicant complied with the application instructions?  Yes  No

SED Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment 2 Application Cover Page**

**Family and Community Engagement Program**

**Agency Code**

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

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

# Attachment 3 Sample Mandatory Partnership Agreement

## SAMPLE (Insert Name) School District and (Insert Name) Partner Partnership Agreement

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of the (insert Name) Partner and (insert name) district to encourage mutual support and collaboration in the education of youth. The purpose of this partnership is to increase the academic achievement and college and career readiness of boys and young men of color.

**Up front Planning Activities:** \_\_\_\_\_  
\_\_\_\_\_

### SPECIFIC ROLES AND RESPONSIBILITIES

The partnership of the (Insert Name) Partner and the (insert name) School District entails the following:

<b>The (insert Name) Partner agrees to:</b>	<b>The (insert Name) District agrees to:</b>
[List all activities/services/etc. that the partner will provide to the partnership.]	[List all activities/services/etc. that the school will provide to the partnership.]

#### Lead Applicant District/BOCES (signature required)

\_\_\_\_\_  
District Name

\_\_\_\_\_  
Signature of Superintendent or Chancellor/Designee Date

\_\_\_\_\_  
Printed Name of Superintendent or Chancellor/Designee

\_\_\_\_\_  
Title of Designee (if applicable)

#### Partner Organization (signature required)

\_\_\_\_\_  
Municipality/Chamber of Commerce/Business/Community Based organization/Institution of Higher Education Name

\_\_\_\_\_  
Signature of Mayor/CEO or Designee Date

\_\_\_\_\_  
Printed Name of Mayor/CEO or Designee

\_\_\_\_\_  
Title of Designee (if applicable)

**PLEASE NOTE THAT THESE ACTIVITIES ARE FOR EXAMPLE ONLY. THE AGREEMENT FOR YOUR PROGRAM SHOULD REFLECT THE SPECIFICS OF YOUR PROGRAM AND YOUR PARTNERS. ALL ACTIVITIES/SERVICES, ETC. THAT ARE PERTINENT TO YOUR PROJECT SHOULD BE INCLUDED.**

**PLEASE MODIFY AND ADD ADDITIONAL SIGNATURE LINES FOR ALL PARTNERS AS NEEDED.**

# Attachment 3 Sample Consortium Partnership Agreement

## SAMPLE (Insert Name) BOCES and (Insert Name) District Partner Partnership Agreement

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of the (insert Name) BOCES and (insert name) district to encourage mutual support and collaboration in the education of youth. The purpose of this partnership is to increase the academic achievement and college and career readiness of boys and young men of color.

**Up front Planning Activities:** \_\_\_\_\_  
\_\_\_\_\_

### SPECIFIC ROLES AND RESPONSIBILITIES

The partnership of the (Insert Name) BOCES and the (insert name) District entails the following:

<b>The (insert Name) BOCES agrees to:</b>	<b>The (insert Name) District agrees to:</b>
[List all activities/services/etc. that the partner will provide to the partnership.]	[List all activities/services/etc. that the district will provide to the partnership.]

#### Lead Applicant District/BOCES (signature required)

\_\_\_\_\_  
District Name

\_\_\_\_\_  
Signature of Superintendent or Chancellor/Designee Date

\_\_\_\_\_  
Printed Name of Superintendent or Chancellor/Designee

\_\_\_\_\_  
Title of Designee (if applicable)

#### District (signature required)

\_\_\_\_\_  
District Name

\_\_\_\_\_  
Signature of Superintendent or Chancellor/Designee Date

\_\_\_\_\_  
Printed Name of Superintendent or Chancellor/Designee

\_\_\_\_\_  
Title of Designee (if applicable)



**PLEASE NOTE THAT THESE ACTIVITIES ARE FOR EXAMPLE ONLY. THE AGREEMENT FOR YOUR PROGRAM SHOULD REFLECT THE SPECIFICS OF YOUR PROGRAM AND YOUR PARTNERS. ALL ACTIVITIES/SERVICES, ETC. THAT ARE PERTINENT TO YOUR PROJECT SHOULD BE INCLUDED.**

**PLEASE MODIFY AND ADD ADDITIONAL SIGNATURE LINES FOR ALL CONSORTIUM MEMBERS AS NEEDED.**

## Attachment 4

### Instructions for Completing Program Objectives, Strategies, Activities, Services and Performance Measures/Data Sources, and Need Based Calculations

1. Make as many copies of the forms as needed.
2. Each of the 4 identified FCEP Goals should be addressed. Complete one sheet for each goal.
3. Provide all the information requested in each column of the Objectives, Strategies, Activities Matrix (1-5).
4. Definitions:
  - **Strategies:** Describe the process or method FCEP project will use to achieve the FCEP goal indicated on the form (how).
  - **Activities/Services:** Indicate what FCEP project will do to accomplish the FCEP goal indicated on the form (action/work).
  - **Staff Responsible:** Indicate the staff members who will be responsible. Use the title(s) for individuals listed.
  - **Performance Measure:** Indicate measurable elements that will indicate accomplishment of the FCEP goal listed on the form.
  - **Data Source:** Indicate the sources from which the data elements are drawn.
  - **Timeframe:** Indicate the timeframe(s) for each item listed.
5. Complete the Need Based Calculation table at the end of this attachment

**Goal 1: Develop the knowledge and skills of school and district personnel, as well as families and community members, to increase required trust and relationships necessary to address student learning needs and abilities at each grade level**

Strategies	Activities/Services	Staff Responsible	Timeframe	Performance Measures/Data Sources

**Goal 2: Provide access to multi-level networks that foster respect and trust in building family relationships with the school and school community**

Strategies	Activities/Services	Staff Responsible	Timeframe	Performance Measures/Data Sources

**Goal 3: Create an environment where partnerships thrive in a comfortable, culturally diverse, and engaging atmosphere that fosters respect and trust**

Strategies	Activities/Services	Staff Responsible	Timeframe	Performance Measures/Data Sources

**Goal 4: Commit to building and sustaining child-centered roles for the school, family, and community that values student learning and social and emotional development as equal education partners**

Strategies	Activities/Services	Staff Responsible	Timeframe	Performance Measures/Data Sources

Need Based Calculations

<b>Category</b>	<b>% Of District Enrollment 2015-2016</b>	<b>% Of District Enrollment 2016-2017</b>	<b>% Of District Enrollment 2017-2018</b>	<b>% Of District Enrollment 2018-2019</b>
Free & Reduced-Price Lunch Program				
English Language Learner				
District Graduation Rate				

**Attachment 5 M/WBE Documents**

**M/WBE Goal Calculation Worksheet**

**This calculation worksheet should be used for the following program for 2021-2022:**

**Project Name: Family and Community Engagement Program (FCEP) A New York State My Brothers' Keeper Initiative**

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

The M/WBE participation goal is 30% of each grantee's total discretionary non-personal service budget. Discretionary non-personal service budget is defined as the total budget, excluding the sum of funds budgeted for direct personal services (i.e., professional and support staff salaries); fringe benefits; the portion of the budget in purchased services representing stipends, student tuition, and financial assistance; indirect costs; room and board, if these are allowable expenditures.

**For the purposes of the grant, the salary and fringe benefit exclusion applies to the expenses of the lead applicant as well as any approved partner organization and/or consortium partners.** For example, the salaries of project staff employed by any approved partner should be excluded from the total budget, along with the lead applicant's project staff salaries, when calculating the discretionary non-personal service budget. Therefore, **lines 2-4 below will include any project salaries and fringe benefits of the lead applicant AND members of the consortium partnership.** (Please note that the indirect costs of partner organizations are not allowable expenses under this grant program.)

**Please complete the following table to determine the dollar amount of the M/WBE goal for 2021-2022.**

	<b>Budget Category</b>	<b>Amount budgeted for items excluded from M/WBE calculation</b>	<b>Totals (2021-22 Project Total)</b>
1.	<b>Total Budget</b>		
2.	<b>Professional Salaries</b>		
3.	<b>Support Staff Salaries</b>		
4.	<b>Fringe Benefits</b>		
5.	<b>Portion of Purchased Services identified as Partnership Salaries and Benefits (Codes 40 &amp;49)</b>		
6.	<b>Portion of Purchased Services used for Stipends, Student Tuition, and Supplemental Financial Assistance</b>		
7.	<b>Indirect Costs</b>		
8.	<b>Student Room and Board</b>		
9.	<b>Sum of lines 2, 3, 4, 5, 6, 7, and 8</b>		
10.	<b>Line 1 minus Line 9</b>		
11.	<b>M/WBE Goal percentage (30%)</b>		<b>0.30</b>
12.	<b>Line 10 multiplied by Line 11 =MWBE goal amount</b>		

**This form is only for use with the 2021-2025 Family and Community Engagement Program (FCEP) Program. It may not be used with any other grant program.**

NYSED Internal Use Only (please check one):

For Original/Annual Submission

For Amendment Submission #



**M/WBE COVER LETTER Minority & Women-Owned Business Enterprise Requirements**

**NAME OF GRANT PROGRAM** \_\_\_\_\_

**NAME OF APPLICANT** \_\_\_\_\_

In accordance with the provisions of Article 15-A of the NYS Executive Law, 5 NYCRR Parts 140-145, Section 163 (6) of the NYS Finance Law and Executive Order #8 and in fulfillment of the New York State Education Department (NYSED) policies governing Equal Employment Opportunity and Minority and Women-Owned Business Enterprise (M/WBE) participation, it is the intention of the New York State Education Department to provide real and substantial opportunities for certified Minority and Women-Owned Business Enterprises on all State contracts. It is with this intention that NYSED has assigned M/WBE participation goals to this contract.

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

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

By my signature on this Cover Letter, I certify that I am authorized to bind the Bidder's firm contractually.
Signature/Date
Typed or Printed Name of Authorized Representative of the Firm
Typed or Printed Title/Position of Authorized Representative of the Firm

**M/WBE UTILIZATION PLAN**

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

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

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

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

Certified M/WBE	Classification (check all applicable)	Description of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified  MBE _____  WBE _____		\$ _____
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified  MBE _____  WBE _____		\$ _____

PREPARED BY (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

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

NAME AND TITLE OF PREPARER: \_\_\_\_\_  
*(print or type)*

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

DATE \_\_\_\_\_

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

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

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

Bidder/Applicant Name: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ E-mail: \_\_\_\_\_

Signature of Authorized Representative of Bidder/Applicant's Firm \_\_\_\_\_  
Print or Type Name and Title of Authorized Representative of Bidder/Applicant's Firm \_\_\_\_\_

Date: \_\_\_\_\_

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

Name of M/WBE: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_ E-mail: \_\_\_\_\_

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

**DESIGNATION:** \_\_\_ MBE Subcontractor \_\_\_ WBE Subcontractor \_\_\_ MBE Supplier \_\_\_ WBE Supplier

**PART C - CERTIFICATION STATUS (CHECK ONE):**

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

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

The estimated dollar amount of the agreement \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of M/WBE Firm

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

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

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

I, \_\_\_\_\_  
(Bidder/Applicant)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
(Address) (Telephone Number)

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

(1) Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;

(2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;

(3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;

(4) Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the directory of certified businesses;

(5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;

(6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises.

(7) Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women-owned business enterprises for this procurement

Submit additional pages as needed.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

## M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION

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

I, \_\_\_\_\_  
 (Authorized Representative) (Title) (Bidder/Applicant's Company)  
 \_\_\_\_\_  
 (Address) (Phone)

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

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

<u>DATE</u>	<u>M/WBE NAME</u>	<u>PHONE/EMAIL</u>	<u>TYPE OF WORK</u>	<u>ESTIMATED BUDGET</u>	<u>REASON</u>
1.					
2.					
3.					
4.					
5.					

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

- \_\_\_\_\_ **A.** Did not have the capability to perform the work
- \_\_\_\_\_ **B.** Contract too small
- \_\_\_\_\_ **C.** Remote location
- \_\_\_\_\_ **D.** Received solicitation notices too late
- \_\_\_\_\_ **E.** Did not want to work with this contractor
- \_\_\_\_\_ **F.** Other (give reason) \_\_\_\_\_

\_\_\_\_\_ **Authorized Representative Signature**      \_\_\_\_\_ **Date**      \_\_\_\_\_ **Print Name**

## REQUEST FOR WAIVER FORM

**BIDDER/APPLICANT NAME:**

**TELEPHONE:**

**ADDRESS:**

**EMAIL:**

**FEDERAL ID NO.:**

**CITY, STATE, ZIP CODE:**

**RFP#/PROJECT NO.:**

**INSTRUCTIONS:** By submitting this form and the required information, the bidder/applicant certifies that Good Faith Efforts have been taken to promote M/WBE participation pursuant to the M/WBE goals set forth under this RFP/Contract. Please see Page 2 for additional requirements and document submission instructions.

BIDDER/APPLICANT IS REQUESTING (check all that apply):			
<input type="checkbox"/> <b>MBE Waiver</b> - A waiver of the MBE goal for this procurement is requested.  <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b> _____%	<input type="checkbox"/> <b>WBE Waiver</b> - A waiver of the WBE goal for this procurement is requested.  <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b> _____%		

PREPARED BY (*Signature*): \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

**When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-10, as listed below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.**

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

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





## STAFFING PLAN INSTRUCTIONS

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

### Instructions for Completing:

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

### RACE/ETHNIC IDENTIFICATION

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

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

**EEO 100**