

**My Brother’s Keeper Indigenous Education Grant (MBK IEG)**  
**A New York State My Brother’s Keeper Initiative**  
**2022**  
**ANNOUNCEMENT OF FUNDING OPPORTUNITY**  
New York State MBK Indigenous Education Grant

<b>Purpose of Grant</b>	The purpose of the My Brother’s Keeper Indigenous Education Grant (MBK IEG) is to increase the academic achievement and college/career readiness of Native American students, with emphasis on boys and young men.
<b>Grant Term</b>	January 20, 2023-August 31, 2026 The annual grant period years 2-4 is September 1- August 31.
<b>Project Description</b>	The purpose of My Brother’s Keeper Indigenous Education Grant is to incentivize and support school districts to accept the My Brother’s Keeper initiative and implement a coherent cradle-to-college/career strategy aimed at improving the life outcomes for disadvantaged Native Americans, with emphasis on boys and young men. Through this Request for Proposals (RFA) process, the Department will fund grants to eligible school districts partnered with New York State Tribal Nations to address seven (7) program components.
<b>Eligible Applicants</b>	Eligible applicants are public school districts that are contracted with the NYSED Office of Indigenous Education for tuition, operating costs, and/or transportation. Districts will be allocated funds based on the current count of students within the district who are (a) on an official tribal membership roll of a NYS tribe, or (b) are the child of such an enrolled member, or (c) live on a Federally-Recognized Reservation. New York State tribes include members of the Iroquoian tribes (St. Regis Mohawk, Oneida, Onondaga, Cayuga, Seneca Nation, Tonawanda Band of Seneca, and Tuscarora), the Shinnecock Nation, and Unkechaug Nation. Please see the attached allocation chart (Attachment XVII) for eligible districts. Additionally, for this grant opportunity, each school district must also secure a Memorandum of Agreement (MOA) with a local Native American Tribe. <b><i>The public-school district partner must serve as the applicant/fiscal agent</i></b> for this grant program.
<b>Amount of Funding</b>	Available funding for each year, January 20, 2023, through August 31, 2026, is expected to be \$885,000.
<b>Mandatory Application Requirement(s)</b>	Applications must include a MOA signed by Tribal Leader(s) and district Superintendent to be reviewed for consideration. Applications that do not include an MOA 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 MOA.
<b>Application Deadline</b>	Please submit <b>one original</b> of the full proposal, as well as one electronic copy of the complete application. <ul style="list-style-type: none"> <li>• Applications must be postmarked by January 13, 2023 to the address below.</li> </ul> <p style="text-align: center;">New York State Education Department  Attention: New York State My Brother’s Keeper Indigenous Education Grant  Application  Office of Family and Community Engagement</p>

	<p>89 Washington Ave., Rm. EBA 960 Albany, NY 12234</p> <ul style="list-style-type: none"> <li>Applications are also required to be received by 5:00 p.m., January 13, 2023 via email to <a href="mailto:NYSMBK@nysed.gov">NYSMBK@nysed.gov</a>. The subject line of the email must read as follows: 2022-2026 MBK IEG and the legal name of the applicant school district.</li> </ul>
<b>Q &amp; A</b>	<p>Questions regarding this grant must be e-mailed to <a href="mailto:NYSMBK@nysed.gov">NYSMBK@nysed.gov</a> by November 10, 2022.</p> <p><b>A Q&amp;A Summary will be posted at: <a href="http://www.nysed.gov/NYSMBK">http://www.nysed.gov/NYSMBK</a> no later than November 17, 2022.</b></p>
<b>NYSED Designated Contacts</b>	<p>Program: Kimberly.Hardaway@nysed.gov</p>

**The University of the State of New York**  
**THE STATE EDUCATION DEPARTMENT**  
**Office of Family and Community Engagement**  
**89 Washington Avenue/ Room EBA 960**  
**Albany, NY 12234**

**Guidelines**  
**for the Submission of Applications for the**  
**New York State My Brother's Keeper Indigenous Education Grant**  
**For the Period January 20, 2023- August 31, 2026**

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**New York State My Brother's Keeper Indigenous Education Grant**  
Guidelines for the Submission of Applications

**I. APPLICATION GUIDANCE**

**Required Signature(s)**

The original signature of the District Superintendent (or designee) of the institution must appear on the Statement of Assurances Page in [blue ink](#).

**Number of Copies**

Please submit **one original** of the full proposal, as well as one electronic copy of the complete application.

- Applications must be postmarked by January 13, 2023, to the address below.

New York State Education Department  
Attention: New York State My Brother's Keeper Indigenous Education Grant Application  
Office of Family and Community Engagement  
89 Washington Ave., Rm. EBA 960  
Albany, NY 12234

- Applications are also required to be received by 5:00pm, January 13, 2023, via email to [NYSMBK@nysed.gov](mailto:NYSMBK@nysed.gov). The subject line of the email must read as follows: 2022-2026 MBK IEG and the legal name of the applicant school district.

**Checklist**

Please use the Application Checklist to ensure that a complete application package is submitted.

**Page Limits and Standards:**

You must limit the project narrative to no more than **15 double-spaced pages in a minimum 10-point font**, and all information requested in this section (excluding resumes, memoranda of agreement, and course descriptions) must be contained within the narrative portion of the proposal. The narrative should present a cohesive document with each individual section related to all other sections. The name of the institution must appear in the top right corner of each page.

**Proposed Budget for a Federal or State Project (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 what the funds will be used for and the relationship between the proposed expenditure and project components and activities.

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 your calculations for accuracy.

## **II. INTRODUCTION**

The New York State My Brother's Keeper Indigenous Education Grant (MBK IEG) is one of the initiatives established under the Board of Regents to increase the academic achievement and college and career readiness of disadvantaged youth, particularly boys and young men of color.

## **III. PURPOSE AND PROJECT COMPONENTS**

The purpose of the MBK IEG is to increase the academic achievement and college/career readiness of Native American students, with emphasis on boys and young men. Funded projects will be open to all Native American students residing within the boundaries of the applicant school district, including any students who have self-identified as Native American (even if they are not on an official tribal roll or living on tribal land). All school districts and Tribal Nations are expected to participate in two or more project components, including the following:

**Attend and partake in the annual NYSED Indigenous Education College/Career/Trade Fair expected to be held in the fall of each year for the length of the grant period.** (Mandatory for all funded projects)

**AND**

Pick **one or more** of the following components:

1. Create a program that assists individuals with disabilities in achieving and maintaining employment and to support independent living.
2. Provide K-12 Native American male students with academic support services.
3. Create a student leadership program that helps recruit, train, and mentor students to take leadership roles in the community.
4. Create a mentoring program pairing Native American males with role models from the local community, including local colleges and universities.
5. Provide activities aimed at promoting and strengthening cultural awareness and education.
6. Provide activities that support vocational and technical education programs and promote job readiness, job placement, and job retention for Native Americans.

## **IV. BACKGROUND**

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 Indigenous Education Grant.

The goal of the MBK IEG is to remove the conditions and circumstances that hinder boys and young men of color in school and, therefore, 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 of the six (6) identified project components, 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 Advanced Placement course completions in high school for boys and young men of color

## **V. OBJECTIVES, STRATEGIES, AND ACTIVITIES**

Through this application process, the eligible school districts must submit plans on how they will partner with local Tribal Nations to address activities listed above in section III.

For each project component, be sure to address the following:

### **Objectives and Strategies**

List specific objectives to be accomplished and the strategies to be used in accomplishing them. Objectives must support the MBK IEG goals and must be measurable.

### **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:** For each objective, describe the performance measures that will assess its efficacy.

## **VI. *INSTITUTIONAL ELIGIBILITY***

The current list of eligible school districts is listed below:

Akron Central School District  
Center Moriches Union Free School District  
Gowanda Central School District  
LaFayette Central School District  
Lake Shore Central School District  
Massena Central School District  
Niagara Wheatfield Central School District  
Salamanca City School District  
Salmon River Central School District  
Silver Creek Central School District  
South Hampton Union Free School District  
Stockbridge Valley Central School District  
Tuckahoe Common School District

## **VII. *NYSED'S RESERVATION OF RIGHTS***

NYSED reserves the right to:

1. Reject any or all proposals received in response to the RFA
2. Withdraw the RFA at any time, at the agency's sole discretion;
3. Make an award under the RFA in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFA;
5. Seek clarifications of proposals;
6. Use proposal information obtained through site visits, management interviews, and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA;
7. Prior to the bid opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it may become available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFA amendments;
9. Change any of the scheduled dates;

10. Waive any requirements that are not material;
11. Negotiate with the successful bidder within the scope of the RFA 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 offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation;
16. Request best and final offers.

### **VIII. FUNDING LIMITATIONS AND METHOD OF DETERMINING AWARD AMOUNTS**

Funds will be allocated to each eligible school district by formula, based on the number of Native American students it served in the 2021-2022 school year if the district has met the requirements of this RFA and submitted sufficient detail regarding a minimum of two components. If all eligible districts are fully funded, the amount of funding available per student per year is \$238.22.

#### **For an increase in available funding:**

If all available funds are not allocated, or if new or additional funding becomes available, and NYSED chooses to distribute this funding to eligible entities, NYSED will allocate the funds by allocating additional funds to currently funded school districts who accept the challenge for an additional component.

### **IX. BUDGET**

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

Applicants must submit for approval an FS-10 budget with this application, for the initial project period of January 20, 2023 – August 31, 2023.

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 following URL: <http://www.oms.nysed.gov/cafe>. 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 at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.

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

For more information, visit the website: <http://www.oms.nysed.gov/cafe/guidance/faqs.html>

## A. Use of Funds

1. Activities funded under an MBK IEG award will be administered according to a written agreement between the State Education Department and the participating school district.
2. Amendments to the proposal during the course of the year that involve changes in the manner in which MBK IEG funds are expended must have prior written approval from the NYSED Office of Family and Community Engagement. Expenses for activities not included in the approved budget will not be reimbursed by the State.

## B. Allowable Expenses

Allowable costs include the following:

1. **Program administration:** 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:** educational services, academic enrichment, tutoring and other support services, career-related internships, professional development, program achievement/awards, project brochures/materials and promotional activities; expenses related to program attendance and technical assistance costs of the MBK IEG, 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 MBK IEG funds, it is the responsibility of the district to ensure that the Equipment Inventory Form is completed and that a copy is submitted to the NYSED Office of Family and Community Engagement.
  - b. If a program closes, any durable goods purchased with MBK IEG funds must be released for transfer to another MBK IEG program, so that the durable goods continue to support MBK IEG students.
  - c. NYSED Office of Family and Community Engagement staff will assist District staff in arranging the transfer of such durable goods.

## C. 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 \$5,000 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 an MBK IEG award is to supplement rather than supplant monies previously or presently allocated to MBK IEG-related activities.
6. MBK IEG 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. MBK IEG funds cannot be used to pay for the salary or stipend of the MBK IEG 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 contract.
9. MBK IEGP funds cannot be used for organizational dues or items not specifically allowed under the categories identified above.

#### D. Transfer of Funds

1. Budget transfers of more than 10 % 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 NYSED's Office of Family and Community Engagement for review. All FS-10-A forms must be submitted anytime between the start date of any funding year and August 1<sup>st</sup> of that year. Funds should not be expended until the budget amendment has been approved in writing.
2. Funds up to 10 % of line categories may be transferred between approved line categories without prior written approval. However, NYSED's Office of Family and Community Engagement must be informed in writing of all amendments made to an approved budget within 30 days of each occurrence, but no later than August 31<sup>st</sup>, of the funding year.

#### E. Institutional Funds

1. Program Support: The district or a partner must provide sufficient space and other resources for the effective operation of the project activities.
2. 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 in *Budget: E*.

#### F. MBK IEG Payment Schedule

Please refer to the **FISCAL GUIDELINES FOR FEDERAL AND STATE AIDED GRANTS** at:  
<http://www.oms.nysed.gov/cafe/guidance/guidelines.html>

Funds will be provided through a 25% initial payment within 90 days of start date of grant, up to 90% based upon submitted FS-25 forms as interim payments; the final 10% will be reimbursed upon completion of the required reports and FS-10F.

## X. PROJECT SCHEDULE

- A. Operation Dates: Projects may begin as early as January 20, 2023 but must be completed by August 31, 2023. Expenses incurred outside of this period will not be reimbursed. **The subsequent three years will be funded at the same level as was awarded for year one, subject to the continuation of the State Appropriation and successful performance of the district.**

- B. Required Reports: Each institution receiving an MBK IEG grant will be required to submit a final report to NYSED's Office of Family and Community Engagement. The annual final report will outline the scheduled activities in the program period identifying tasks, assignments, and specific objectives accomplished within the reporting period. A format and reporting schedule for the reports will be provided by NYSED Office of Family and Community Engagement and will include a monitoring of the educational markers used to measure success.
- C. Required Reports: Each institution receiving an MBK IEG grant will be required to report each student receiving MBK Indigenous Education Grant services with the appropriate MBK Indigenous Education Grant service code (Code: 4008) and upload student records to the State Information Repository System (SIRS). Data are to be reviewed and certified by the grantee's CEO in the L2RPT Cognos environment each year of the grant. Data are required by the SIRS [reporting timelines](#). It is recommended that those involved in the preparation of grant information consult their data coordinators as they prepare for SIRS reporting. Each institution will also be required to submit a final report by September 30<sup>th</sup>. A format and reporting schedule for the reports will be provided by the program office.

XI. Late or inaccurate submissions of any budgetary forms and/or Programmatic reports may result in the suspension of funds.

XII. Each institution receiving an MBK IEG award will be required to report all students receiving MBK IEG services with the appropriate program service code (Code: 4008) and upload student records to the NYS SIRS in March annually, as indicated on the [SIRS reporting timeline](#).

1. The final program report is due on September 30<sup>th</sup> of the following program year. Grantees are required to provide NYSED professional development, program activities, staff, and on the expenditures in operating the MBK IEG in a form and manner prescribed by the program office. The information contained in the NYS SIRS and final report will be used to ensure that the institution is serving students and addressing the milestones agreed upon in the RFA and to monitor program performance in such areas as:
  - a) An analysis of program operation in terms of the stated priorities and the extent to which the priorities were achieved.
  - b) An itemization of the institution's support of such program during the contract period including the use of outside (Federal, State, and local) funds.
  - c) Plans for program change, expansion, and development.
  - d) The extent and nature of faculty, staff, student, and community involvement and participation in program planning and development.
2. As indicated, the institution's program reports, and NYS SIRS Reports will be reviewed upon receipt by the program office for accuracy and completeness. The institution will be notified by NYSED if their submission appears to be incomplete and/or requires additional information and grantees are required to provide additional information or data within 10 business days.
3. **Your fiscal Report is due no later than 30 days after the project end date.** FS-10-Fs are submitted directly to NYSED's Grants Finance office. A copy is emailed to the program officer. Please note that your final budget **must** match expenses that were approved in the FS-10 or your most recently approved FS-10-A. Grants Finance does inform the program office if there

are unallowable expenses in the FS-10-Fs. FS-10-Fs that do not match the approved expenses are subject to be rejected and will further delay final payment to your district. FS-10-F forms can be found at the following website: <http://www.oms.nysed.gov/cafe/forms/>.

### **XIII. APPLICATION INSTRUCTIONS**

Interested and eligible school districts must submit one original of the application for funding as well as one electronic copy via email to NYSMBK@nysed.gov. **The original must be clearly identified and signed in blue ink.** An application for funding requires the original signature of the District Superintendent (or designee) of the district on the Application Cover Page and Statement of Assurances (Attachment II). **Applications for funding must be postmarked on or before January 13, 2023 to:**

ATTN: My Brother's Indigenous Education Grant  
New York State Education Department  
Office of Access, Equity, and Community Engagement Services  
89 Washington Avenue, EBA 960  
Albany, New York 12234

An application for funding meets the deadline requirement if it has a legible postmark, shipping label, invoice or receipt from the U.S. Postal Service or a commercial carrier bearing the date of 1/13/23 or earlier. Private metered postmarks **will not** be accepted as proof of meeting the required deadline. Hand delivered applications must be received at the NYSED's Office of Family and Community Engagement by 5:00 p.m. on or before **1/13/23**.

Proposals that do not meet the deadline requirement will **not** be considered.

A complete application for funding consists of the following items in the order indicated:

- A. Application checklist
- B. Application Cover Page with Original Signature of Chief Executive/Administrative Officer (Attachment I)
- C. Statement of Assurances with Original Signature of Chief Executive/Administrative Officer (Attachment III)
- D. Proposed Budget (Attachment IV)
- E. Payee Information Form (if applicable)
- G. Proposal Narrative (including Attachment II)
- H. Budget Narrative
- I. FS-10 Budget

### **XIV. NARRATIVE FORMAT**

The proposal narrative should describe the 2022-23 proposed activities in full detail, including the selected components, overall objectives, planning, implementation, and evaluation of all proposed activities. **It may**

**not be more than 15 double-spaced pages in a minimum 10-point font**, and all information requested in this section (excluding resumes, memoranda of agreement, and course descriptions, ) must be contained within the narrative portion of the proposal. The narrative should present a cohesive document, with each individual section related to all other sections, and **must** adhere to the format indicated below. The name of the school must appear in the top right corner of each page. Single-spacing may be used on Attachment II provided that the typeface or font is at least 10-point size. Failure to adhere to these guidelines or to include required information will result in an unfavorable review.

A. Application Cover Page

B. Executive Summary (1-page max)

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

C. Organizational Background

This section should include:

1. An overview and brief description of the applicant school district
2. An explanation of why your district is qualified for a My Brother's Keeper Indigenous Education Grant Program
3. A brief description of the district's history, accomplishments, qualifications, and educational experience in serving the needs of underrepresented and at-risk populations
4. Memorandum of Agreement(s) (MOA)

**MEMORANDUM OF AGREEMENTS (MOA) ARE MANDATORY AS PART OF THE APPLICATION.**

- In order to encourage mutual support and collaboration, applications must include an MOA signed by Tribal Leader(s) and district Superintendent in order to be reviewed for consideration. Applications that do not include an MOA 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 MOA. The MOA must specify all of the services each of the partners is required to provide and when they are expected to do it. Please ensure that the agreement is signed by all of the parties to the agreement when the application is submitted. The MOA must be submitted with the application.
- If the required partners have formed any additional optional partnerships to collaborate in carrying out this program (with, e.g., municipality, postsecondary institutions, community-based organizations, or local businesses), each such partnership must be described in the application and evidenced by an MOA, signed by all parties to the agreement and submitted with the application, which specifies all services each partner is to provide and when they are expected to do it.

D. Program Objectives, Strategies, Activities, Services and Performance Measures

**Use the forms provided in Attachment II: Program Objectives, Strategies, Activities, Services and Performance Measures**

For each component, be sure to address the following:

## Objectives and Strategies

List the specific objectives to be accomplished and strategies for accomplishing those objectives. Objectives must support the MBK IEG goals and should be measurable. Objectives should be focused on improving student learning, and increasing the number of disadvantaged youth, primarily boys and young men of color, who are prepared for college and/or careers. Each of the selected MBK IEG components 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:** For each component and objective, describe the performance measures that will assess its efficacy. Indicate the populations to be served and the tools, methods, and instruments that will be used.

## E. Budget and Budget Narrative

1. Indicate the proposed expenditures for the project on Attachment IV: MBK IEG 2022 Proposed Budget. The attachment must provide complete information and indicate all proposed expenditures from MBK Indigenous Education Grant, school, district, and other optional matching funds. The budget must be consistent with the scope of services, be reasonable, and be cost effective; the staffing pattern must be appropriate for the services to be offered.

2. Budget narrative expenditures description (including descriptions of school, district, and other source contributions) must follow the general format of Attachment IV: MBK IEG 2022-2023 Proposed Budget using the same sequence of categories and code numbers. The budget justifications must be clear and appropriate.

3. Each salaried position must be identified by title, with the anticipated salary amount, and the time contribution to the MBK IEG Project. Indicate the per diem or hourly rate for each consultant identified under the Purchased Services Category. Provide the unit rate or estimate for all services or items.

**Note: A completed FS-10: Proposed Budget for the State Project will be required with this application.**

## **XV. PROPOSAL REVIEW**

Proposals will be reviewed by professional staff in the Office of Family and Community Engagement. The MBK IEG staff will reach out to each applicant eligible school district to work with the district on the implementation of the two or more goals accepted by the school district in their plan. As funds are allocated by formula, there is no scoring process. The role of the MBK IEG staff is to provide technical assistance and guidance, ensure that State funds are used for allowable activities, and to provide oversight on the

implementation of the award. The State Education Department reserves the right to reject any application which does not comply with the goals and requirements of this grant opportunity.

**XVI. CORRESPONDENCE**

All correspondence, requests for information, and questions concerning this grant should be addressed to:

ATTN: My Brother's Keeper Indigenous Education Grant  
New York State Education Department  
Office of Access, Equity, and Community Engagement Services  
89 Washington Avenue, EBA 960  
Albany, New York 12234

**XVII. PUBLICITY**

All materials developed in whole or in part with the support of MBK IEG funds, including publicity releases and program announcements, must include the following statement:

Support for the development and production of this material was provided by a grant under the My Brother's Keeper Initiative of the New York State Education Department.

**XVIII. MY BROTHER'S KEEPER INDIGENOUS EDUCATION GRANT ALLOCATION CHART**

<b>SED Code</b>	<b>School District</b>	<b>Total # of Native American Students in 2021-22</b>	<b>Annual Allocation Amount</b>
142101040000	Akron CSD	177	\$42,165
580233020000	Center Moriches UFSD	94	\$22,393
42801060000	Gowanda CSD	333	\$79,327
420807040000	<b>Lafayette CSD Total</b>	<b>310</b>	<b>\$73,848</b>
	<i>Lafayette CSD</i>	177	\$42,165
	<i>Lafayette CSD for Onondaga Nation School</i>	133	\$31,683
141401060000	Evans-Brant CSD (Lakeshore)	345	\$82,186
512001060000	Massena CSD	275	\$65,511
400701060000	<b>Niagara-Wheatfield CSD Total</b>	<b>240</b>	<b>\$57,173</b>
	<i>Niagara-Wheatfield CSD</i>	140	\$33,351
	<i>Niagara-Wheatfield CSD for Tuscarora Nation School</i>	100	\$23,822
043200050000	Salamanca City CSD	680	\$161,990
161201040000	<b>Salmon River CSD Total</b>	<b>937</b>	<b>\$223,212</b>
	<i>Salmon River CSD</i>	593	\$141,264
	<i>Salmon River CSD for St. Regis Mohawk School</i>	344	\$81,948
61501040000	Silver Creek CSD	162	\$38,592
580906030000	Southampton UFSD	121	\$28,825
251501040000	Stockbridge Valley CSD	11	\$2,620
580913080000	Tuckahoe Common CSD	30	\$7,147
			<b>\$884,989</b>

<b>Total Students</b>	<b>3,715</b>
<b>Total Allocation</b>	<b>\$885,000</b>
<b>Per Pupil Rate</b>	<b>\$238.22</b>

**Attachment I. Application Cover Page**

**My Brother's Keeper Indigenous Education Grant**

Name of School District: \_\_\_\_\_

District Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Program Director: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Person Submitting Proposal (name/title): \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

*I certify that the information contained in this application is, to the best of my knowledge, complete and accurate and any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws, application guidelines and instructions, Assurances, Certifications, Appendices A, A1-G and that the requested budget amounts are necessary for the implementation of this program. I understand that this application constitutes an offer and, if accepted by the NYSED or renegotiated to acceptance, will form a binding agreement. I also agree that immediate written notice will be provided to NYSED if at any time I learn that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*

Signature of District Chief Administrator (or designee) \_\_\_\_\_

Title: \_\_\_\_\_

## ***Attachment II. Instructions for Completing Matrix***

### **Instructions for Completing Program Objectives, Strategies, Activities, Services and Performance Measures**

The proposal narrative should describe the 2022-2026 proposed components in full detail, including the overall objectives, planning, implementation, and evaluation of all proposed activities. **It may not be more than 15 double-spaced pages in a minimum 10-point font**, and all information requested in this section (excluding resumes, memoranda of agreement, and course descriptions) must be contained within the narrative portion of the proposal. The narrative should present a cohesive document, with each individual section related to all other sections, and **must** adhere to the format indicated below. The name of the school must appear in the top right corner of each page. A specific format is required for the information requested in Attachment II. This information should be provided on Attachment II and be included in the 15-page limit. Single-spacing may be used on Attachment II provided that the typeface or font is at least 10-point size. Failure to adhere to these guidelines or to include required information will result in an unfavorable review.

1. Make as many copies of the forms as needed. An example of one form is attached; copy for the additional component(s) accepted by the school district.
2. Provide all the information requested in each column of the Objectives, Strategies, Activities Matrix (1-5).
3. Definitions:
  - **Strategies:** Describe the process or method the MBK IEG project will use to achieve the objectives indicated on the form (how).
  - **Activities/Services:** Indicate what the MBK IEG project will do to implement the MBK IEG component 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 MBK IEG objectives listed on the form.
  - **Timeframe:** Indicate the timeframe(s) for each item listed.

**Component:**

<b>Objective and Strategies</b>	<b>Activities/Services</b>	<b>Staff Responsible</b>	<b>Timeframe</b>	<b>Performance Measures</b>

**Attachment III. Statement of Assurances**

(MBK Indigenous Education Grant)  
STATEMENT OF ASSURANCES

Institution Name: \_\_\_\_\_  
Program: \_\_\_\_\_

1. The recipient will, if funded, operate a My Brother’s Keeper Indigenous Education Grant (MBK IEG) within the letter and spirit of all pertinent legislation and policies, including the appropriate Guidelines.
2. Funds from this source will supplement, not supplant, local expenditures and will not duplicate expenditures from other sources.
3. All activities supported by grant funds will, to the extent possible, be accessible by persons with disabilities.
4. Upon request, the recipient will provide the State Education Department access to its records and other sources of information concerning the operation of the MBK IEG program.
5. All materials developed in whole or in part with the support of MBK IEG funds, including publicity releases and program announcements, will include the following statement:  
*Support for the development and production of this material was provided by a grant under the My Brother’s Keeper Indigenous Education Grant administered by the New York State Education Department.*

**CHIEF EXECUTIVE OFFICER CERTIFICATION**

I hereby certify that the information in this application is correct and in total compliance with appropriate State laws and regulations and that the program design will be carried out as described in the application.

Signed\* \_\_\_\_\_ Date \_\_\_\_\_  
(District Superintendent)

Print name and title \_\_\_\_\_

\*Original signature of District Superintendent is required.

**Attachment IV. Proposed Budget**

<b>MBK IEG 2022-2023 PROPOSED BUDGET</b>
--

**Number of Students Served:**

ROUND CENTS TO THE NEAREST DOLLAR

Line No.	Expenditure Category	Code	MBK IEG (1)	Institution (2)	Other Sources (3)	TOTAL (4)
1	<b>Salaries for Professional Personnel</b>	15				
2	<b>Salaries for Non-Professional Personnel</b>	16				
	a. Clerical/Secretarial					
	b. Student Assistants					
	c. Other					
3	<b>Purchased Services</b>	40				
4	<b>Supplies &amp; Materials</b>	45				
	a. Instructional					
	b. Other					
5	<b>Travel Expenses</b>	46				
	a. Student/Programmatic					
	b. Staff/Administrative					
6	<b>Employee Benefits</b>	80				
	a. Professional__%					
	b. Clerical/Secretarial__%					
	c. Student Assistants__%					
	d. Other__%					
7	<b>SUBTOTAL of Lines 1-6</b>					
8	<b>Indirect Cost*</b>	90	XXXXXXXXXX			
9	<b>Equipment</b>	20	XXXXXXXXXX			
10	<b>GRAND TOTAL (Lines 7 - 9)</b>					

ROUND CENTS TO THE NEAREST DOLLAR.

**SAMPLE**  
**Memorandum of Agreement**  
**Between the**  
**(Insert Name) District and (Insert Name) Tribal Nation**

**Purpose:** This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of the (insert name) Tribal Nation and (insert name) District to encourage mutual support and collaboration in the education of youth.

**SPECIFIC ROLES AND RESPONSIBILITIES**

The partnership of the (insert Name) and the (insert name) includes the following:

<b>The (insert name) Partner agrees to:</b>	<b>The (insert name) 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.]

**Points of Contact**  
(insert)

**Duration of Agreement**

The Memorandum of Agreement will be effect for the duration of the My Brother’s Keeper Indigenous Education Grant; From January 20, 2023 through August 31, 2026.

**Name, Title, District** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name, Title, Tribal Nation** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**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.**

**Attachment V.**

*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 (NYSED)
Application Checklist (Attachment V)	<input type="checkbox"/>	<input type="checkbox"/>
Application Cover Page with Original Signature of Chief Executive/Administrative Officer (Attachment I)	<input type="checkbox"/>	<input type="checkbox"/>
Statement of Assurances with Original Signature of Chief Executive/Administrative Officer (Attachment III)	<input type="checkbox"/>	<input type="checkbox"/>
Proposed Budget (Attachment IV)	<input type="checkbox"/>	<input type="checkbox"/>
Payee Information Form (if applicable) <a href="http://www.oms.nysed.gov/cafe/forms/PIform.pdf">http://www.oms.nysed.gov/cafe/forms/PIform.pdf</a>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Proposal Narrative (15-page maximum – including Attachment II)</b>	<input type="checkbox"/>	<input type="checkbox"/>
Budget Narrative (included in 15-page maximum)	<input type="checkbox"/>	<input type="checkbox"/>
FS-10 Budget EXCEL Version (signature required) (Attachment VI)	<input type="checkbox"/>	<input type="checkbox"/>
Memorandum of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>SED Comments:</b></p> <p>Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>SED Reviewer: _____ Date: _____</p>		

**Attachment VI. Budget Form (FS-10)**

Applicants must submit a FS-10 budget with this application, for the initial project period of January 20, 2023-August 31, 2023 for approval.

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 following URL: <http://www.oms.nysed.gov/cafe>. 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 at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.

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

*Attachment VII. Appendix A Standard Clauses for NYS Contracts*

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

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

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

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

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials,

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

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

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

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

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason

including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the

acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all 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 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

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

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by

Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

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

(January 2014)

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

J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Rev. 5/12/14