# Announcement of Funding Opportunity RFP #GC23-020 Stronger Connections Grant Program (SCG)

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Legislative Authority	The Stronger Connections Grant Program is authorized under the Bipartisan Safer Communities Act of 2022.
Purpose of Grant	The Bipartisan Safer Communities Act Stronger Connections Grant Program is intended to support Local Educational Agencies (LEAs) and schools in establishing safe, healthy, and supportive learning opportunities and environments.
	The purpose of this Request for Proposals (RFP) is to competitively award subgrants to high-need LEAs to establish safer and healthier learning environments, and to prevent and respond to acts of bullying, violence, and hate that impact our school communities at individual and systemic levels.
Project Period	November 1, 2023 – September 30, 2026, with an initial Year 1 project period of November 1, 2023 – September 30, 2024. Year 2: October 1, 2024 – September 30, 2025 Year 3: October 1, 2025 – September 30, 2026
Eligible Applicants	All high need Local Educational Agencies (LEAs) with high need being defined as follows (a list of eligible LEAs is included in Attachment 5):
	A "high-need LEA" in New York State for the purposes of the Stronger Connections Grant (SCG) program will be identified based on two criteria:
	1. A minimum of 40% of students in the LEA eligible for free meals based on direct certification through: Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and Medicaid by means of the Community Eligibility Program (CEP), or through district submission of such data for students eligible for Free and Reduced Lunch; and
	2. A minimum of 10% of the student population is chronically absent.
	Each eligible LEA receiving a Stronger Connections subgrant must, after timely and meaningful consultation with appropriate private school officials, provide eligible private school students and educators services and other benefits that are equitable in comparison to services and other benefits provided with Stronger Connections funds to public school students and educators. (ESEA section 8501(a)(1), (3)(A)).
Amount of Funding	The New York State Education Department will award \$69,314,328 to fund grants through September 30, 2026.

Application Due Date and Mailing Address	Complete applications <b>must</b> be submitted electronically via the SED Monitoring and Vendor Performance System (SEDMON) located within the Business Portal. Applications are due by 5:00 p.m. Eastern Time on September 15, 2023.
	To access the application, complete the following steps:
	<ol> <li>Go to the <u>Business Portal</u>;</li> <li>Click on the Log In button;</li> <li>Enter your username and password;</li> <li>Click on "SED Monitoring and Vendor Performance System" under My Applications;</li> <li>Select "View Surveys for Office of ESSA-Funded Programs";</li> <li>Find the application titled "Stronger Connections Grant Program RFP"; and</li> <li>Click on the "view" to begin/continue to input information.</li> </ol>
	Please also mail one (1) original and two (2) copies of the FS-10 budget postmarked by September 15, 2023.
	New York State Education Department Attn: Erica Meaker Office of ESSA-Funded Programs 320 EB 89 Washington Avenue, Albany, NY 12234

Questions and Answers Pre- qualification Requirement	All questions must be submitted via E-Mail to <u>SCGRFP@nysed.gov</u> by July 28, 2023. A complete list of all Questions and Answers will be posted to <u>NYSED's P-12 website</u> no later than August 11, 2023. Proposals received from nonprofit applicants that are not Prequalified in the Grants Gateway by 5:00 PM on the proposal due date of September 15, 2023, cannot be evaluated. Such proposals will be disqualified from further consideration. Please see the "Prequalification Requirement" section for additional information.
Non- Mandatory Notice of Intent	The 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. A non-profit applicant's NOI will also help to facilitate timely review of their prequalification materials. The notice of intent is a simple email notice stating your organization's (use the legal name) intent to submit an application for this grant. Please also include your organization's NYS Vendor ID. The due date is September 1, 2023. Please send the NOI to <u>SCGRFP@nysed.gov</u> .
NYSED Designated Contacts	Program: Erica Meaker Fiscal: Thomas McBride M/WBE: Brian Hackett SCGRFP@nysed.gov.

The State Education Department does not discriminate on the basis of race, creed, color, national origin, religion, age, sex, military, marital status, familial status, domestic violence victim status, carrier status, disability, genetic predisposition, sexual orientation and criminal record in its recruitment, educational programs, services, and activities. NYSED has adopted a web accessibility policy, and publications designed for distribution can be made available in an accessible format upon request. Inquiries regarding this policy of nondiscrimination should be directed to the Office of Human Resources Management, Room 528 EB, Education Building, Albany, New York 12234.

# Stronger Connections Grant Program (SCG) Application Guidance

# **Description of Program**

The Bipartisan Safer Communities Act (BSCA) of 2022 provided historic funding to support State Education Agencies (SEA), LEAs, and schools in establishing safe, healthy, and supportive learning opportunities and environments. This included \$1 billion through Title IV, Part A of the Elementary and Secondary Education Act (ESEA) for SEAs to competitively award subgrants to high-need LEAs to establish safer and healthier learning environments, and to prevent and respond to acts of bullying, violence, and hate that impact our school communities at individual and systemic levels.

The United States Department of Education (USDE) has designated this component of the BSCA the Stronger Connections Grant Program in recognition of the fact that local evidencebased school safety and climate plans, along with other evidence-based strategies for creating safe, healthy, and supportive schools, depend on meaningful engagement between school and LEA leaders and students, parents, families, and community members, and strong relationships between students and adults. These connections are vital for ensuring that school safety and climate plans are tailored to local conditions, lived experiences, and needs; are well-designed; effectively implemented; and clearly communicated, including to families. LEA plans to create safe, healthy, and supportive schools should reflect a comprehensive set of evidence-based components. Examples of critical components include those related to safety assessments and corresponding safety plans and strategies (e.g., emergency operation plans), positive school culture and climate (e.g., Positive Behavioral Interventions and Supports [PBIS]), Multi-Tiered Systems of Support, and student wellness (e.g., integrated student supports).

Each eligible LEA receiving a Stronger Connections subgrant must, after timely and meaningful consultation with appropriate private school officials, provide eligible private school students and educators services and other benefits that are equitable in comparison to services and other benefits provided with Stronger Connections funds to public school students and educators. (ESEA section 8501(a)(1), (3)(A)).<sup>1,2</sup>

# Funding Amounts

Each eligible applicant can apply for funding for the implementation of high-quality programs that establish safer and healthier learning environments, and to prevent and respond to acts of bullying, violence, and hate that impact our school communities at individual and systemic levels, among other programs and activities under section 4108 of the Elementary and Secondary Education Act (ESEA).

Eligible applicants can apply for a minimum award amount of \$200,000 per three-year grant period; they can request up to \$2,000 per low-income student, but the maximum three-year

<sup>&</sup>lt;sup>1</sup> United States Department of Education: Bipartisan Safer Communities Act Stronger Connections Grant Program Frequently Asked Questions

<sup>&</sup>lt;sup>2</sup> United States Department of Education: Dear Colleague Letter from Secretary Cardone (September 2022)

award amount is \$3,600,000, except for the New York City Department of Education. (See Attachment 3 for a calculation worksheet to determine the count of low-income students to be used.) The budget amount does not have to be equal across all three years. For example, an LEA applying for \$3,600,000 could budget \$2,000,000 in year 1 depending on the scope of work, \$1,000,000 in year 2 and \$600,000 in year 3. The New York City Department of Education can apply for a maximum award amount of \$24,000,000 per the three-year grant award period.

# Allowable Expenditures

Funds must supplement, not supplant, existing services and may not be used to supplant state, local, or nonfederal funds. LEAs must provide eligible nonpublic schools with their proportionate share of services. Funds may not be used for construction, entertainment, to provide any person with a dangerous weapon or training in the use of a dangerous weapon, and purchases not directly related to requirements of the grant. All purchases must be reasonable, necessary, and allocable to the program.

# Budget (FS-10)

Applicants must submit an <u>FS-10 budget</u> with this application for the initial 11-month project period. The 11-month budget will be reviewed and scored. Applicants will also be required to submit a multi-year budget summary (Attachment 2A) outlining how the applicant plans to use grant funds throughout the 3-year grant period.

The applicant must complete the FS-10 Budget Form. The FS-10 should be uploaded to the application portal and the original and two copies should be mailed to NYSED (see the address on page 2 of the RFP). 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 <u>Grants Finance website</u>. 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 <u>Fiscal Guidelines</u> for Federal and State Aided Grants.

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

For more information, visit the <u>Grants Finance website</u>

# **Reporting and Monitoring**

Grantees must submit an annual performance report at the end of each grant period but no later than the first Friday in September of each year of the grant. The annual performance report will be submitted with the FS-10 budget document for the upcoming project period. 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**

**Registration In Federal System for Award Management (SAM)** – In order to be awarded federal funds, an agency must be registered and maintain registration in the federal <u>System for Award Management</u> known as SAM. SAM is a government-wide, web-enabled database that collects, validates, stores and disseminates business information about organizations receiving federal funds. Information on an agency's registration in SAM needs to be provided on the Payee Information Form that must be submitted with the application.

**Payee Information Form/NYSED Substitute W-9** – The <u>Payee Information Form</u> 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.

# Prequalification Requirement

Pursuant to the New York State Division of the Budget bulletin H-1032, not-for profit organizations must Prequalify to do business with New York State agencies before they can compete for State grants. The process allows nonprofits to address questions and concerns prior to entering a competitive bid process. Nonprofits are strongly encouraged to begin the Prequalification process as soon as possible.

To become prequalified, a nonprofit must register with Grants Gateway and complete an online Prequalification application. This includes completing a series of forms by answering basic questions regarding the organization and uploading key organizational documents.

Detailed information on how to register with the Grants Gateway and become prequalified is available on the <u>Grants Management</u> website.

**Disclaimer:** New York State reserves 5-10 business days from the receipt of complete Prequalification applications to conduct its review. If supplementary information or updates are required, review times will be longer. Due to the length of time this process could take to complete, it is advised that nonprofits Prequalify as soon as possible. Failure to successfully complete the Prequalification process early enough may result in a grant application being disqualified.

Proposals received from nonprofit applicants that are not Prequalified in the Grants Gateway by 5:00 PM on the proposal due date of September 15, 2023, cannot be evaluated. Such proposals will be disqualified from further consideration.

# 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 <u>Fiscal Guidelines for Federal and</u> <u>State Aided Grants</u>.

# 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.

# **Contract Terms and Conditions**

Grant awards to non-profit and for-profit organizations will require that the awardee enter into a grant contract, the form of which is posted separately with the RFP. In addition to being signed by the awardee and NYSED Counsel, the contract will need to be submitted for review and approval by the NYS Attorney General and the Office of the State Comptroller. All provisions of this RFP are subordinate to the terms and conditions of the grant contract. The contents of this RFP, any subsequent correspondence related to final contract negotiations, and such other stipulations as agreed upon may be made a part of the final contract developed by NYSED.

# 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 <u>NYS MWBE Directory</u>.

The M/WBE participation goal for this grant is 30% of each applicant's total discretionary nonpersonal 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 EEO 100 Staffing Plan

**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 EEO 100 Staffing Plan

**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 EEO 100 Staffing Plan

# **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 <u>NYS Directory of Certified Minority and Women-Owned Business Enterprises</u>; 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 <u>MWBEGrants@nysed.gov</u>.

NYSED's M/WBE Coordinator is available to assist applicants in meeting the M/WBE goals. The Coordinator can be reached at <u>MWBEGrants@nysed.gov</u>.

# 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 gualifications, 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 offerer's proposal and/or to determine an offerer'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 <u>SCGRFP@nysed.gov.</u>

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.
- 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 <u>SCGRFP@nysed.gov</u> attention Thomas McBride.
- 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 ten (10) 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.

# Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include legal authority to do business in New York State; integrity; capacity - both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity,

the entity will be required to complete and submit a Vendor Responsibility Questionnaire. School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. For a complete list, see <u>OSC's website</u>.

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the <u>VendRep System Instructions</u> or go directly to the <u>VendRep System online</u>.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the <u>VendRep website</u> or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

# Subcontractors:

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

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

# Workers' Compensation Coverage and Debarment

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements 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 <u>New York State Workers' Compensation Board website</u>. 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**

Complete applications **must** be submitted electronically via the SED Monitoring and Vendor Performance System (SEDMON) located within the Business Portal.

To access the application, complete the following steps:

- 1. Go to the **Business Portal**;
- 2. Click on the Log In button;
- 3. Enter your username and password;
- 4. Click on "SED Monitoring and Vendor Performance System" under My Applications;
- 5. Select "View Surveys for Office of ESSA-Funded Programs";
- 6. Find the application titled "Stronger Connections Grant Program RFP"; and
- 7. Click on the "view" to begin/continue to input information.

# Stronger Connections Grant Program

# Application Cover Page

Agency Code											

Name Applicant agency:		ne and Title of Contact Person:			
Address:	Tele	ephone:			
City: ZIP Code	e:	Fax: E-Mail:			
information contained in this accurate. I further certify, to t will be conducted in accordan application guidelines and ins 1G, and that the requested b project. It is understood by th accepted by the NYS Educat binding agreement. It is also provided to the grant program	application is, to the be he best of my knowled nce with all applicable structions, Assurances udget amounts are ne ne applicant that this a ion Department or ren understood by the app n office if at any time th	ol/administrative officer and that the est of my knowledge, complete and lge, that any ensuing program and activity Federal and State laws and regulations, b, Certifications, Appendix A, Appendix A- cessary for the implementation of this pplication constitutes an offer and, if egotiated to acceptance, will form a olicant that immediate written notice will be the applicant learns that its certification was us by reason of changed circumstances.			
Original Signature of Chief A	dministrative Officer:	Typed Name of Chief Administrative Officer:			
Date:					

# DESCRIPTION OF PROGRAM

# Purpose

The Bipartisan Safer Communities Act (BSCA) of 2022 provided historic funding to support SEAs, LEAs, and schools in establishing safe, healthy, and supportive learning opportunities and environments. This includes \$1 billion through Title IV, Part A of the Elementary and Secondary Education Act (ESEA) for SEAs to competitively award subgrants to high-need LEAs to establish safer and healthier learning environments, and to prevent and respond to acts of bullying, violence, and hate that impact our school communities at individual and systemic levels.

The USDE has designated this component of the BSCA the Stronger Connections Grant Program in recognition of the fact that local evidence-based school safety and climate plans, along with other evidence-based strategies for creating safe, healthy, and supportive schools, depend on meaningful engagement between school and LEA leaders and students, parents, families, and community members, and strong relationships between students and adults. These connections are vital for ensuring that school safety and climate plans are tailored to local conditions, lived experiences, and needs; well-designed; effectively implemented; and clearly communicated, including to families. LEA plans to create safe, healthy, and supportive schools should reflect a comprehensive set of evidence-based components. Examples of critical components include those related to safety assessments and corresponding safety plans and strategies (e.g., emergency operation plans), positive school culture and climate (e.g., Positive Behavioral Interventions and Supports [PBIS]), and student wellness (e.g., integrated student supports).<sup>3,4</sup>

A "high-need LEA" in New York State for the purposes of the SCG program will be identified based on two criteria:

- A minimum of 40% of students in the LEA eligible for free meals based on direct certification through: Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and Medicaid by means of the Community Eligibility Program (CEP), or through district submission of such data for students eligible for Free and Reduced Lunch; and
- 2. A minimum of 10% of the student population is chronically absent.

Each eligible LEA receiving a Stronger Connections subgrant must, after timely and meaningful consultation with appropriate private school officials, provide eligible private school students and educators services and other benefits that are equitable in comparison to services and other benefits provided with Stronger Connections funds to public school students and educators. (ESEA section 8501(a)(1), (3)(A)).

<sup>&</sup>lt;sup>3</sup> United States Department of Education: Bipartisan Safer Communities Act Stronger Connections Grant Program Frequently Asked Questions

<sup>&</sup>lt;sup>4</sup> United States Department of Education: Dear Colleague Letter from Secretary Cardone (September 2022)

# **Bonus Points**

Bonus points will be given to proposals that focus on the following<sup>5</sup>:

- 1. Social, Emotional, Physical, and Metal Well-Being: Implementing comprehensive, evidence-based strategies that meet each student's social, emotional, physical, and mental well-being needs; creating positive, inclusive, and supportive school environments; and increasing access to evidence-based interventions and services. There is a compelling body of research on the practices that are most likely to make for safer and more supportive learning environments, as well as those that can undermine this objective and positive outcomes for students. The ESEA emphasizes the use of evidence-based approaches, including activities to support safe and healthy students in ESEA section 4108. In identifying appropriate evidence-based strategies to promote a positive school climate and student and educator well-being, the United States Department of Education (USDE) urges States and LEAs to rely on the strongest types of evidence—i.e., "strong" (Tier 1) and "moderate" (Tier 2) evidence under the ESEA and the Education Department General Administrative Regulations. Such evidence is backed by rigorous, well-designed, and well-implemented studies with positive results (and without strong negative results) based on a robust sample size that matches the local context. The USDE What Works Clearinghouse reviews high-quality research that can help in selecting evidence-based strategies, including Tier 1 and Tier 2 evidence. In addition, evidence-based strategies can be found in the Best Practices Clearinghouse and through the USDE's technical assistance centers. Applicants are also urged to continuously evaluate interventions, strategies, and practices so that they can ensure efforts are leading to improvement and success. Schools should use high-quality measures of student engagement, school climate, and school safety to monitor the outcomes associated with their efforts and make any necessary adjustments to implementation. For example, research on child and adolescent development has established that while adverse experiences (particularly in early childhood) can have profound effects on students, learning environments and conditions can be designed in culturally competent and responsive ways that can help students overcome these effects and thrive.
- 2. Engagement: Engaging students, families, educators, staff, and community organizations in the selection and implementation of strategies and interventions to create safe, inclusive, and supportive learning environments. Family engagement is a strong predictor of both elementary and secondary students' school success and is linked to beneficial outcomes for students, educators, and families alike. When schools welcome and partner with families in ways that respect their cultures, assets, aspirations, and needs, it has the potential to strengthen the entire community. It is essential that LEA leaders and educators consistently engage parents, families, and community partners, paying close

<sup>&</sup>lt;sup>5</sup> United States Department of Education: Dear Colleague Letter from Secretary Cardone (September 2022).

attention to communities that face systemic barriers. Experts suggest that family engagement is most effective when it brings a diverse group of families, educators, and community members together to co-create policies, practices, and strategies that achieve mutually agreed upon school climate outcomes for students, schools, and communities. These efforts can also extend to parent representatives, nonfamilial caregivers, individuals, and organizations that represent the interests of students and parents with disabilities or who are English learners. To support strong engagement, schools should implement strategies for all voices to be heard— and families and communities should know how their feedback was incorporated into final decisions to build and sustain trust. This engagement should begin early in the decision-making process and be ongoing and collaborative. This type of engagement should help facilitate selections of strategies based on a community's values and designed for systemic change that can build long-term buy-in and capacity at the local level.

3. Advancing Equity: Designing and implementing policies and practices that advance equity and are responsive to underserved students, protecting student rights, and demonstrating respect for student dignity and potential. All students deserve to experience trust and belonging in a safe, inclusive, and supportive school environment. Therefore, LEAs are encouraged to use these funds to design and implement student-centered policies and practices that increase student belonging and provide safe, nurturing, and welcoming environments. While limited infrastructure improvements (e.g., the repair of locks and building entry improvement) are permissible under ESEA section 4108, it is important to note that there is some research that shows that visible security measures alone - and without efforts to promote student learning, growth and positive learning environments - may have detrimental effects, and some of these measures are unlikely to reduce or eliminate serious incidents. For this reason, LEAs are encouraged to increase investments in professional development, comprehensive emergency management planning, behavioral and trauma- or grief-informed mental health supports for students (including addressing hate, bullying, and harassment), and other best practices that increase students' safety, belonging, and mental health and well-being. Further, in designing and implementing measures funded by this program, LEAs should consider the proposed uses and foreseeable effects of any measures in light of their legal obligations not to discriminate on the basis of race, color, national origin, sex, or disability. USDE's Office for Civil Rights (OCR) provides resources that may be helpful in addressing this concern. More specifically, LEAs should recognize that students and families may experience school safety and discipline policies in different ways. For example, research demonstrates that students of color who need mental health supports have been more likely to be met with discipline rather than the appropriate identification, treatment, and supports they need. The data show that exclusionary discipline practices can have a disproportionate impact on students of color who are frequently disciplined more harshly than their white peers, especially for minor and more subjective offenses (e.g., willful defiance). Research also suggests that these disparities can be exacerbated by subjective evaluations of students' actions

rather than being the product of objective differences in student behavior. These disparities in the application of discipline policies have also been reported by and among students with disabilities, English Language Learners, and LGBTQI+ students. LEAs are encouraged to select developmentally and culturally appropriate and trauma-informed emergency training, security measures, and other schoolwide policies. These could include implementing effective approaches to engaging and supporting students, providing professional development opportunities that build equitable and emotionally and physically safe learning environments for students and educators, developing and implementing inclusive and culturally and linguistically affirming discipline practices, addressing the root causes of any disparities in discipline, and implementing positive behavioral interventions and supports.

Eligible applicants whose proposals include at least one of the above-mentioned priority areas will be awarded 10 bonus points.

# ALLOWABLE EXPENDITURES

Funds must supplement, not supplant, existing services and may not be used to supplant state, local, or nonfederal funds. LEAs must provide eligible nonpublic schools with their proportionate share of services. Funds may not be used for construction, entertainment, to provide any person with a dangerous weapon or training in the use of a dangerous weapon, and purchases not directly related to requirements of the grant. All purchases must be reasonable, necessary and allocable to the program.

# **Allowable Activities**

Authorized Topics Under Section 4108 of ESEASafe and Supportive SchoolsStudent Physical and Mental HealthPreventing Bullying and Harassment• Drug and Violence Prevention• Relationship-Building Skills• Health and Safety Practices in School• School Dropout Prevention• School-Based Health and Mental• Re-Entry Programs and Transition Services for Justice Involved Youth• School-Based Health and Mental Health Services• School Readiness and Academic Success• Child Sexual Abuse Awareness and Prevention• Physical Activities• Child Sexual Abuse Awareness and Prevention• Preventing Use of Exclusionary Discipline Practices and Promoting Supportive School Discipline• Preventing Use of Alcohol, Tobacco, Maragement• Violence Prevention, Crisis Management and Conflict Resolution• Preventing Use of Alcohol, Tobacco, Marijuana, Smokeless Tobacco, Electronic Cigarettes• Culturally Responsive Teaching and Professional Development of Implicit Bias• Cross Cutting Authorized Topics Mentoring and School Counseling Schoolvide Positive Behavioral Interventions Pay for Success Initiatives aligned with the purposes of Title IV	Allowable Activities							
<ul> <li>Preventing Bullying and Harassment</li> <li>Relationship-Building Skills</li> <li>School Dropout Prevention</li> <li>Re-Entry Programs and Transition Services for Justice Involved Youth</li> <li>School Readiness and Academic Success</li> <li>Child Sexual Abuse Awareness and Prevention</li> <li>Reducing Use of Exclusionary Discipline Practices and Promoting Supportive School Discipline</li> <li>Suicide Prevention, Crisis Management and Conflict Resolution</li> <li>Preventing Human Trafficking</li> <li>Building School and Community Relationships</li> <li>Cuturally Responsive Teaching and Professional Development of Implicit Bias</li> <li>Cross Cutting Authorized Topics Mentoring and School Counseling Schoolwide Positive Behavioral Interventions</li> </ul>	Authorized Topics Under Section 4108 of ESEA							
Relationships         • Culturally Responsive Teaching and Professional Development of Implicit Bias         Cross Cutting Authorized Topics Mentoring and School Counseling Schoolwide Positive Behavioral Interventions	<ul> <li>Safe and Supportive Schools</li> <li>Student Physical and Mental Health</li> <li>Preventing Bullying and Harassment</li> <li>Relationship-Building Skills</li> <li>School Dropout Prevention</li> <li>Re-Entry Programs and Transition Services for Justice Involved Youth</li> <li>School Readiness and Academic Success</li> <li>Child Sexual Abuse Awareness and Prevention</li> <li>Reducing Use of Exclusionary Discipline Practices and Promoting Supportive School Discipline</li> <li>Suicide Prevention, Crisis Management and Conflict Resolution</li> <li>Preventing Human Trafficking</li> <li>Building School and Community</li> <li>Susce Sate State St</li></ul>							
Bias Cross Cutting Authorized Topics Mentoring and School Counseling Schoolwide Positive Behavioral Interventions	<ul> <li>Management and Conflict Resolution</li> <li>Preventing Human Trafficking</li> <li>Building School and Community Relationships</li> </ul>							
Mentoring and School Counseling Schoolwide Positive Behavioral Interventions	Bias							
Schoolwide Positive Behavioral Interventions								
Pay for Success Initiatives aligned with the purposes of Title IV								
	Pay for Success Initiatives aligr	ied with the purposes of Title IV						

# Unallowable Costs

Unallowable expenditures include, but are not limited to:

- planning expenses prior to grant start date,
- food or refreshments,
- purchase of vehicles or facilities,

- any cost associated with providing any person with a dangerous weapon or training in the use of a dangerous weapon,
- major remodeling or new construction,
- expenses that would supplant already existing activities and services, and
- any expenditures that do not contribute to achievement of the goals and objectives of the program.

# ELIGIBLE APPLICANTS

All high need Local Educational Agencies (LEAs), with high need being defined as follows (see Attachment 5 for a list of eligible LEAs that meet this definition):

A "high-need LEA" in New York State for the purposes of the SCG program will be identified based on two criteria:

- A minimum of 40% of students in the LEA eligible for free meals based on direct certification through: Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and Medicaid by means of the Community Eligibility Program (CEP), or through district submission of such data for students eligible for Free and Reduced Lunch; and
- 2. A minimum of 10% of the student population is chronically absent.

# FUNDING AMOUNTS

# A total of \$69,314,328 is available to fund grants through September 30, 2026.

Each eligible applicant can apply for funding for the implementation of high-quality programs that establish safer and healthier learning environments, and to prevent and respond to acts of bullying, violence, and hate that impact our school communities at individual and systemic levels, among other programs and activities under section 4108 of the Elementary and Secondary Education Act (ESEA).

Eligible applicants can apply for a minimum award amount of \$200,000 per three-year grant period; they can request up to \$2,000 per low-income student, but the maximum three-year award amount is \$3,600,000, except for the New York City Department of Education. (See Attachment 3 for a calculation worksheet to determine the count of low-income students to be used.) The budget amount does not have to be equal across all three years. For example, an LEA applying for \$3,600,000 could budget \$2,000,000 in year 1 depending on the scope of work, \$1,000,000 in year 2 and \$600,000 in year 3. The New York City Department of Education can apply for a maximum award amount of \$24,000,000 per the three-year grant award period.

Awards for applicants that exceed up to \$2,000 per low-income student, with a maximum three-year award amount of \$3,600,000 ill be reduced to comply with the maximum award cap identified above, but with the same level of services expected.

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, 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.

# Page Limits and Formatting Specifications

The Proposal Narrative and Budget Narrative are to be submitted on single-spaced  $8.5^{\circ}$  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.

Proposal Narrative – no more than 25 pages Budget Narrative -- no more than 3 pages

These page limits do not include the required attachments.

# Proposal Narrative (75 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. Applicants will include a Proposal Narrative, and all applicable attachments, for Sections A-C (see application instructions for formatting guidelines) as detailed below.

# Section A: Background information, needs assessment and project objectives (25 Points)

The overarching purpose of Section A of the proposal narrative is to clearly and comprehensively detail the following:

- a description of the LEA using both qualitative and quantitative information, to include relevant information necessary to understand the application;
- a comprehensive needs assessment;
- a demonstration of program management and organizational capacity; and
- a summary of stakeholder involvement in the development of the SCG program.

Include the following in Section A of the Proposal Narrative (charts/graphs may be included as necessary):

# A1. Relevant background information:

Please include both qualitative and quantitative information regarding size, grade levels, student composition, staff and any other information necessary to understand the LEA, specifically information that describes how LEA needs will benefit from the program detailed in Section B.

# A2. Comprehensive needs assessment:

Please provide a section in the narrative summarizing the comprehensive needs assessment that was conducted within the past 12 months to help inform the development of the SCG program. The summary should include a capture of the results of the assessment and directly link chosen activities to school conditions for student learning to create a healthy and safe school environment. Attachment 1 can be included to support this response.

# A3. Program management and organizational capacity:

Grantees must be able to manage the SCG program to meet the needs of their LEA and should ensure equitable access to all students. All program partners must adhere to mandated data collection and reporting, including management of provisions to access individual student records and to share individual and aggregated student data for program evaluation in compliance with applicable laws relating to privacy and confidentiality. The proposed management structure, key staff positions and plan for program oversight should reflect capacity to establish and maintain a successful SCG program. Grantees should demonstrate strong fiscal management capabilities.

# A4. Evidence of stakeholder involvement and of timely and meaningful consultation with nonpublic schools:

Program and partnering administrative staff, school and partnering agency representatives, students, parents, and community members should be represented on the program advisory committee and should have meaningful involvement in the design, planning and assessment of the SCG program. Such stakeholders shall include, but are not limited to, the following:

- Students;
- Parents;
- Teachers;
- Principals;
- School leaders;
- Non-public schools;
- Specialized instructional support personnel;
- Indian tribes or tribal organizations (if applicable);
- Local government representatives; and
- Community based organizations;

Each eligible LEA receiving a Stronger Connections subgrant must, after timely and meaningful consultation with appropriate private school officials, provide eligible private school students and educators services and other benefits that are equitable in comparison to services and other benefits provided with Stronger Connections funds to public school students and educators. (ESEA section 8501(a)(1), (3)(A)). Evidence of the appropriate consultation with nonpublic schools is to be included with the submission as Attachment 3A. For all nonparticipating nonpublic schools, include the written declinations supporting their non-participation. Attachment 3A is to be completed in the portal and for purposes of scoring will be included in this section.

# Section B: Project Design (50 Points)

The overarching purpose of Section B of the proposal narrative is to:

- detail the project design and how evidence-based activities were selected;
- demonstrate how the activities are part of the LEA strategy in establishing safe, healthy, and supportive learning opportunities and environments;
- provide a thorough plan for implementation of the project and associated workplan that includes deliverables and timeline;
- describe the project's goals and measurable outcomes; and
- provide a sustainability plan

# B1. Project goals and outcomes:

To better develop programs and activities and determine if they are successful or not, there should be overarching goals and corresponding measurable outcomes and alignment to the comprehensive needs assessment. These overarching goals and measurable outcomes should be provided with a rationale that connects to the relevant background information provided, baseline data and consideration of local needs. The goals and measurable outcomes included should be accomplished by the end of the grant period and will be the measure by which NYSED determines the success of the program. Applicants are encouraged to include additional goals and measurable outcomes that extend beyond the grant period to support sustainability of their proposed activity.

# B2. Evidence-based activities:

The applicant should provide detailed information regarding the evidence-based activities. Chosen activities need to be aligned with local needs and ensure the evidence base and local capacity are considered when selecting strategies in establishing safe, healthy, and supportive learning opportunities and environments.

# B3. LEA strategy:

The applicant should provide information in the narrative on how the selected activities are part of an LEA strategy for providing all students with safe, healthy, and supportive learning opportunities and environments.

# **B4. Implementation plan/workplan:**

The applicant should provide a plan for implementation of the selected activities with a realistic and rational workplan/timeline that includes the steps needed for full implementation. The implementation plan should be developed with input from stakeholders and outline what staff or outside resources will be leading the work. This must be included in detail for the entire grant period. If appropriate, general next steps that extend beyond the life of the grant may be noted. Effective implementation of the selected activities is essential to achieving identified goals. Describe an ongoing process to identify and address implementation issues, and to collect information for performance monitoring and evaluation. The applicant may begin implementing selected activities on November 1, 2023. Please review Attachment 4, which may be used as a template if appropriate for the applicant.

# **B5. Sustainability Plan:**

The applicant should submit a sustainability plan that includes each cost associated with the implementation of the chosen activities and demonstrate how the LEA plans to fund the programs after the grant period.

# Section C: Budget (25 Points)

The overarching purpose of Section C of the application is to:

- provide a detailed budget narrative aligned to the activities proposed in the <u>FS-10</u> and
- provide justification for the proposed costs and provide a complete and accurate FS-10 for the initial project period of November 1, 2023 September 30, 2024.
- Provide a multi-year budget summary for the entirety of the grant.

# C1. Budget narrative:

Provide a detailed budget narrative aligned to the activities proposed in the <u>FS-10</u>. The budget narrative must detail and justify the funding request under this RFP, including all proposed expenditures for the Year 1 project period, indicate the basis of calculation for each cost during the project period, and illustrate how the proposed expenditures align with the proposal's initiatives and goals. If applicable, include a detailed description of any other funding streams/contributions related to the proposed activities. Additional sections/charts may be added as needed to provide all necessary information.

For each proposed expenditure, be sure to include the following in Attachment 2:

- All proposed expenditures and ensure the calculations and amounts match the FS-10.
- Provide all information in a manner that will allow reviewers to clearly understand the basis of calculation for each proposed expenditure, as well as why the proposed expenditure is appropriate, allowable, reasonable and necessary.
- Demonstrate that the proposed expenditures are supplemental and do not supplant or duplicate services currently provided.
- If applicable, include a description of any other sources of funds that will be used to support the project (within and outside the LEA).
- Identify each nonpublic school and associated services.
- Indicate, for each proposed expenditure, the total funding amount requested and the code under which it applies:

Support Staff Salaries
Supplies & Materials
Employee benefits
BOCES Services
Equipment

# C2. Form FS-10 Budget

Using the Form <u>FS-10 Budget Form</u>, provide an itemized budget that clearly demonstrates how the requested funds will be used for the first year of the project. The year 1 period is 11 months – November 1, 2023, to September 30, 2024. The proposed expenditures should clearly align with the project goals, program narrative, and budget narrative. Calculation of costs must be accurate.

Budgeted items must be reasonable in cost and necessary for the project to receive the maximum points. SED staff will eliminate any unallowable 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 <u>Grants Finance website</u>. 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 <u>Fiscal</u> <u>Guidelines for Federal and State Aided Grants</u>.

# C3. Multi-Year Budget Summary

Using attachment 2A - Multi-Year Budget Summary for the Use of Grant Funds, the applicant provides a comprehensive 3-year budget plan that details the use of grant funds. The proposed plan should account for the entirety of the requested funding amount. The total grant period is 35 months, with the first year running November 1, 2023, to September 30, 2024.

# Method of Award

Each eligible proposal will be scored by two reviewers. Each reviewer will score the proposal according to the indicated point criteria in the Proposal Narrative and the Budget using the Proposal Evaluation Rubric. If individual scores are more than 15 points apart, a third reviewer will score the application. 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.

Proposals will be ranked in order of final average score from highest to lowest. In the event of tie scores, proposals with the highest score in the Proposal Narrative (Sections A and B) will be ranked higher. If there is still a tie, then the highest combined score in Section B will be ranked higher.

Proposals that receive a final average score of 60 or more (not including bonus points) will be considered for funding. Applicants will be funded in rank order until the funds are exhausted. In the event there are insufficient funds to fund the next ranked applicant in full, the next ranked applicant will be given the opportunity to operate a smaller program using the remaining funds.

# **Proposal Evaluation Rubric**

Applicant:		
Reviewer:	Date Reviewed:	Score:

# All applicants must receive a minimum score of 60 points (not including Bonus Points) to be considered for funding. Any awarded bonus points will be added to the final score for purposes of ranking proposals.

#### Rating Guidelines:

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

Eligible for Bonus Points based on criteria on pages	Yes	No
18-20? Ten (10) Bonus Points will be awarded for		
those proposals that meet the criteria.		

Section A: Background information, needs assessment and project objectives (25 Points)	Very Good	Good	Fair	Poor	NF
1. The applicant has included both qualitative and quantitative information regarding size, grade levels, student composition, staff and any other information necessary to understand the LEA, specifically information that describes how LEA needs will benefit from the program detailed in Section B.	5	3.75	2.5	1.25	0
2. The applicant provided a narrative summarizing the comprehensive needs assessment that was conducted to help inform the development of the program. The summary	5	3.75	2.5	1.25	0

				-	
directly links chosen activities to school conditions for student learning to create a healthy and safe school environment					
3. The applicant has proposed a management structure, key staff positions and a plan for program oversight that clearly reflects capacity to establish and maintain a successful SCG program. The applicant has included a demonstration of strong fiscal management capabilities.	5	3.75	2.5	1.25	0
4. The applicant has included evidence that demonstrates meaningful consultation as it relates to the program design, planning and assessment. All required stakeholders defined in section A4 are included in the response. The applicant provided evidence of attempted consultation with eligible non-public schools if applicable. The applicant demonstrated an ability to provide eligible private school students and educators services and other benefits that are equitable in comparison to services and other benefits provided with Stronger Connections funds to public school students and educators.	10	7.5	5	2.5	0
Total (out of 25)					
Comments: (Please provide a comment for all area	is scored)				

Section B: Project Design (50 Points)	Very Good	Good	Fair	Poor	NF
1. The applicant has provided overarching goals and corresponding measurable outcomes and alignment to the comprehensive needs assessment. These overarching goals and measurable outcomes are provided with a rationale that connects to the relevant background information provided, baseline data and consideration of local needs.	10	7.5	5	2.5	0
2. The applicant provided detailed information regarding the evidence-based activities, including source citations. The applicant demonstrates activities are aligned with local needs and explains how the evidence base and local capacity were considered when selecting strategies in establishing safe, healthy, and supportive learning opportunities and environments.	10	7.5	5	2.5	0
3. The applicant provided information in the narrative describing how the selected activities are part of an LEA strategy for providing all	10	7.5	5	2.5	0

Section C: Budget (25 Points)	Very Good	Good	Fair	Poor	NF
1. Budget Narrative: Applicant provides a thorough and detailed justification for each identified cost associated with implementing the proposed initiatives and goals. Budget Narrative: Using Attachment 2, applicant provides justification why the costs are reasonable and necessary to support the proposal's initiatives and goals. Alignment exists between the proposal, budget narrative and FS-10.	8	6	4	2	0
<ol> <li>FS 10: Applicant clearly identified proposed expenditures and is aligned to the budget narrative. Cost calculations are correct. Costs associated with the equitable services requirement are identified. FS-10 is included for year 1 of the project.</li> </ol>	10	7.5	5	2.5	0
3. Multi-year budget summary: Using Attachment 2A, the applicant provided a comprehensive 3-year budget plan that details the use of grants funds. The proposed plan accounts for the entirety of the requested funding amount.	7	5.25	3.5	1.75	0
Total (out of 25)					

Comments: (Please provide a comment for all areas scored)

#### 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. <u>EXECUTORY CLAUSE</u>. 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. <u>NON-ASSIGNMENT CLAUSE</u>. 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.** <u>COMPTROLLER'S APPROVAL</u>. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. <u>WORKERS' COMPENSATION BENEFITS</u>. 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, citizenship or immigration status, 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. <u>WAGE AND HOURS PROVISIONS</u>. 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. <u>NON-COLLUSIVE BIDDING CERTIFICATION</u>. 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.** <u>INTERNATIONAL BOYCOTT PROHIBITION</u>. 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. <u>SET-OFF RIGHTS</u>. 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.** <u>**RECORDS.</u>** 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.</u>

**<u>11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.</u> (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; or (iii) a written agreement 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.** <u>CONFLICTING TERMS</u>. 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. <u>GOVERNING LAW</u>. 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. <u>NO ARBITRATION</u>. 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.** <u>SERVICE OF PROCESS</u>. 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.** <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. 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.</u>

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.** <u>MACBRIDE FAIR EMPLOYMENT PRINCIPLES</u>. 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. <u>OMNIBUS PROCUREMENT ACT OF 1992</u>. 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 and Technology Development 625 Broadway Albany, New York 12245 Telephone: 518-292-5100 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 33rd Floor New York, NY 10017 646-846-7364 email: <u>mailto:mwbebusinessdev@esd.ny.gov</u> https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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.** <u>**RECIPROCITY AND SANCTIONS PROVISIONS.</u>** 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.</u> NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22.** <u>COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS</u>. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23.** <u>COMPLIANCE WITH CONSULTANT DISCLOSURE LAW</u>. 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. <u>PROCUREMENT LOBBYING</u>. 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. <u>CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY</u> <u>CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS</u>.

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") posted at: <u>https://ogs.ny.gov/iran-divestment-act-2012</u>

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. <u>ADMISSIBILITY OF REPRODUCTION OF CONTRACT</u>. 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.

June 2023

#### 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 R NEW YORK STATE EDUCATION DEPARTMENT'S DATA PRIVACY APPENDIX FOR GRANT CONTRACTS

## **ARTICLE I: DEFINITIONS**

As used in this Data Privacy Appendix ("DPA"), the following terms shall have the following meanings:

- **1.** Access: The ability to view or otherwise obtain, but not copy or save, data arising from the on-site use of an information system or from a personal meeting.
- 2. Breach: The unauthorized Access, acquisition, use, or Disclosure of Personal Information that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor's or Subcontractor's security that leads to the accidental or unlawful destruction, loss, alteration, Access to or Disclosure of, Personal Information.
- **3. Disclose or Disclosure**: The intentional or unintentional release, transfer, or communication of Personal Information by any means, including oral, written, or electronic.
- **4. Personal Information:** Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person.
- **5. Services:** Services provided by Contractor pursuant to this Contract with the New York State Education Department ("NYSED") to which this DPA is attached and incorporated.
- **6. Subcontractor:** Contractor's non-employee agents, consultants, volunteers, including student interns, who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

## ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

### **1.** Compliance with Law.

When providing Services pursuant to this Contract, Contractor may receive and/or have Access to Personal Information regulated by one or more New York and/or federal laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York

General Business Law at article 39-F; and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. Contractor agrees to maintain the confidentiality and security of Personal Information in accordance with applicable New York, federal and local laws, rules and regulations.

#### 2. Data Privacy and Security.

- (a) Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Personal Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Personal Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Personal Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.
- (b) Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Personal Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules and regulations.
- (c) Upon NYSED's request, Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

#### 3. Contractor's Employees and Subcontractors.

- (a) Access to or Disclosure of Personal Information shall only be provided to Contractor's employees and Subcontractors who need to know the Personal Information to provide the Services and such Access and/or Disclosure of Personal Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Personal Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Personal Information; and (iii) as applicable, retrieve all Personal Information received or stored by such Subcontractor and/or ensure that such Personal Information has

been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Personal Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 5 of this DPA.

- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors who have a need to know the Personal Information, Contractor must not provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Personal Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this r Contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.
- (f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Personal Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Personal Information is Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access to or Disclose the Personal Information.
- (g) Contactor shall ensure that all its employees and Subcontractors who will receive Personal Information will be trained on the federal and state laws governing confidentiality of such data prior to receipt.

#### 4. Data Return and Destruction of Data.

(a) Contractor is prohibited from retaining Disclosed Personal Information or continuing to Access Personal Information, including any copy, summary or extract of Personal Information, on any storage medium (including, without limitation, hard copies, and storage in secure data centers and/or cloudbased facilities) beyond the term of the this Contract unless such retention is expressly authorized by the this Contract, necessary for purpose of facilitating the transfer of Personal Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer Personal Information to NYSED in a format agreed to by the Parties.

- When the purpose that necessitated Contractor's Access to and/or (b) Disclosure of Personal Information has been completed or Contractor's authority to have Access to Personal Information and/or retain Disclosed Personal Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Personal Information are revoked, and (2) all Personal Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor and/or its Subcontractors, including all Personal Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Hard copy media must be shredded or destroyed such that Personal Information cannot be read, or otherwise reconstructed, and electronic media must be securely cleared, purged, or destroyed such that the Personal Information cannot be retrieved, read, or reconstructed. When Personal Information is held in paper form, destruction of such Personal Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of (1) revocation of Access to Personal Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Personal Information held by the Contractor or Subcontractors, at the address for notifications set forth in this Contract.
- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to reidentify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will prohibit its Subcontractors from the same.

#### 5. Breach.

 (a) Contractor shall promptly notify NYSED of any Breach of Personal Information, regardless of whether the Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provide to the office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234 and must include a description of the Breach that identifies the date of the incident, the date of discovery, the types of Personal Information affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact.

- (b) Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its Subcontractors will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.
- (c) Contractor shall promptly notify the affected individuals of any Breach, regardless of whether Contractor or a Subcontractor suffered the Breach. Such notice shall be made using one of the methods prescribed by § 899-aa (5) of the New York General Business Law. If Contractor requires information from NYSED to perform such notifications, Contractor shall reimburse NYSED for the cost of assembling and providing such information to Contractor.

#### 6. Termination.

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this Contract to which this DPA is attached and shall continue for as long as Contractor or its Subcontractors retain Access to Personal Information. The following assurances and certifications are a component of your application. By signing the certification on the application cover page, you are ensuring accountability and compliance with applicable State and federal laws, regulations, and grants management requirements.

## **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.

#### **New York State Education Department**

## ASSURANCES AND CERTIFICATIONS FOR FEDERAL PROGRAM FUNDS

By signing these assurances, you are ensuring accountability and compliance with applicable State and federal laws, regulations, and grants management requirements. Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Education Department Program Contact. Further, certain Federal awarding agencies may require contractors to certify to additional assurances. If such is the case, you will be notified.

Federal Assurances and Certifications, General:

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

#### Federal Assurances and Certifications, ESEA:

The following are required as a condition for receiving any federal funds under the Elementary and Secondary Education Act (ESEA)

- ESEA Assurances
- School Prayer Certification

### Federal Assurances, Stronger Connections

- Trafficking in Persons
- Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business
- Grant Award Notification Assurances Stronger Connections Grant Program

#### **ASSURANCES - NON-CONSTRUCTION PROGRAMS**

By signing these assurances, I certify that the contractor:

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

- 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Standard Form 424B (Rev. 7-97), Prescribed by 2 CFR Part 200, Authorized for Local Reproduction, as amended by New York State Education Department

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

These certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

## 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 CFR Part 200, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Sections 82.105 and 82.110, the contractor certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180

### A. The contractor certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of any offenses listed in 2 CFR
   \$180,800(a) or had a civil judgment rendered against them for one of those offenses within that

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and
- **B.** Where the contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## 3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTIONS

The terms "debarment," "suspension," "excluded," "disqualified," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded" as used in this certification have the meanings set forth in 2 CFR Part 180, Subpart I, "Definition." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR Part 180 Subpart B, "What is a covered transaction?"

#### A. The contractor certifies that it and its principals:

- (a) Upon approval of their contract, in accordance with 2 CFR Part 180 Subpart C, they shall not enter into any lower tier nonprocurement covered transaction with a person without verifying that the person is not excluded or disqualified unless authorized by USDOE.
- (b) Will obtain an assurance from prospective participants in all lower tier covered nonprocurement transactions and in all solicitations for lower tier covered nonprocurement transactions that the participants will comply with the provisions of 2 CFR Part 180 subparts A,B, C and I.
- (c) Will provide immediate written notice to the New York State Education Department if at any time the contractor and its principals learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

#### NEW YORK STATE DEPARTMENT OF EDUCATION ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) ASSURANCES

# These assurances are required for programs funded under the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act of 2015.

By signing these assurances, I certify that:

- (1) the contractor will comply with the requirements of Education Law § 3214(3)(d) and (f) and the Gun-Free Schools Act (20 U.S.C. § 7151);
- (2) the contractor will comply with the requirements of 20 U.S.C. § 7908 on military recruiter access;
- (3) the contractor will comply with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;
- (4) the contractor will comply with the requirements of Education Law § 2802(7), and any state regulations implementing such statute and 20 U.S.C. § 7912 on unsafe school choice; and
- (5) the contractor will comply with all fiscal requirements that apply to the program, including but not limited to any applicable supplement not supplant or local maintenance of effort requirements.
- (6) the contractor understands the importance of privacy protections for students and is aware of the responsibilities of the grantee under section 20 U.S.C. 1232g (FERPA) (ESSA §854

## STRONGER CONNECTIONS GRANT

## 1. TRAFFICKING IN PERSONS

The United States Department of Education (USDOE) adopts the requirements in the Code of Federal Regulations at 2 CFR 175 and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR 175.15(b) is incorporated into this grant with the following changes.

Paragraphs a.2.ii.B and b.2. ii. are revised to read as follows:

"a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85." "b.2. ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85." Under this condition, the Secretary may terminate this grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

## 2. PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

## 3. BY DRAWING DOWN FUNDS AWARDED UNDER THIS GRANT AWARD NOTIFICATION, THE LOCAL EDUCATIONAL AGENCY (LEA) ASSURES THE FOLLOWING:

- a. The LEAs shall use Stronger Connections Grant (SCG) funds for activities allowable under section 4108 of the Elementary and Secondary Education Act (ESEA).
- b. The LEA shall not use funds for the provision to any person of a dangerous weapon or training in the use of a dangerous weapon as prohibited under Section 13401 of the Bipartisan Safer Communities Act, which amends section 8526 of the ESEA.
- c. LEAs receiving SCG funds shall provide equitable services to students and teachers in non-public schools as required under section 8501 of the ESEA.
  - i. The LEA will maintain control of funds for the services and assistance provided to a non-public school with SCG funds.

- ii. The LEA will maintain title to materials, equipment, and property purchased with SCG funds.
- iii. The LEA will ensure that equitable services provided with SCG funds are secular, neutral, and nonideological.
- d. LEAs receiving SCG funds shall follow the supplement not supplant requirements in section 4110 of the ESEA.
- e. LEAs will track the SCG funds separately from their regular allocation under Title IV, Part A of the ESEA.
- f. LEAs that receive SCG funds will participate, as requested, in any USDOE evaluation of the SCG program and will cooperate with any audit or examination of records with respect to such funds.

#### M/WBE Documents <u>M/WBE Goal Calculation Worksheet</u> (This form should reflect Year 1 budget totals) RFP #GC23-020 and Title: Stronger Connections Grant Program

## Applicant Name:

The M/WBE participation for this grant is 30% of each applicant's total discretionary non-personal service budget for each year of the grant. Discretionary non-personal service budget is defined as the total annual budget, excluding the sum of funds budgeted for direct personal services (i.e., professional and support staff salaries) and fringe benefits, as well as rent, lease, utilities, and indirect costs, if these are allowable expenditures. Please complete the following table to determine the dollar amount of the M/WBE goal for this grant application.

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

\*If not included in #5

#### 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	NYS ESD Certified		
ADDRESS	MBE		
CITY, ST, ZIP	WBE		\$
PHONE/E-MAIL			
FEDERAL ID No.			
NAME	NYS ESD Certified		
ADDRESS	MBE		
CITY, ST, ZIP	WBE		\$
PHONE/E-MAIL			
FEDERAL ID No.			

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/NC	) DATE

**M/WBE 100** 

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

	er/Applicant unless requesting a total waiver. Parts B & C of this form must be completed by a separate M/WBE Notice of Intent to Participate form for each MBE or WBE as part of the
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
	PPLIES IN CONNECTION WITH THE ABOVE PROCUREMENT/APPLICATION:
Name of M/WBE:	Federal ID No.:
Address:	Phone No.:
City State 7IP Code	E-mail:
	L-III(III
BRIEF DESCRIPTION OF SERVICES OR SUPPLIES TO BE PERFORMED BY	Y MBE OR WBE:
DESIGNATION: MBE Subcontractor WBE Subcontractor	MBE SupplierWBE Supplier
PART C - CERTIFICATION STATUS (CHECK ONE):	
The undersigned is a certified M/WBE by the New York State Division	n of Minority and Women-Owned Business Development (MWBD).
	S AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH NT'S EXECUTION OF A CONTRACT WITH THE NYS EDUCATION DEPARTMENT.
THE BIDDER/AFFLICANT CONDITIONED OF ON THE BIDDER/AFFLICAN	INT 3 EXECUTION OF A CONTRACT WITH THE INTS 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 102

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

PROJECT	/CONTRACT #				
I,					
	(Bidder/Applicant)				
		of			
	(Title)		(Company)		
				( )	
	(Address)			(Telephone Number)	

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

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

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

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

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

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

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

FP#/PROJE	CT NAME				
(	(Authorized Representative)	(Title)	(Bidder/Applica	nt's Company)	
			()		
	(Address)		(Phone)		
	bllowing New York State Certified project/contract.	l Minority/Women Business Er	nterprises were contacted t	to obtain a quote for wor	k to be performed on the
ist of date, nam	e of M/WBE firm, telephone/e-m	ail address of M/WBEs contac	cted, type of work requeste	ed, estimated budgeted a ESTIMATED	mount for each quote requested.
DATE	M/WBE NAME	PHONE/EMAIL	TYPE OF WORK	BUDGET	REASON
•					
•					
	y knowledge and belief, said Nev ject, or unable to provide a quote				
	A. Did not have the capability to	perform the work			
	B. Contract too small				
	C. Remote location				
		1.1			
	D. Received solicitation notices t				
	<ul> <li>D. Received solicitation notices t</li> <li>E. Did not want to work with this</li> <li>F. Other (give reason)</li> </ul>				

Authorized Representative Signature

Date

Print Name

M/WBE 105A

#### **REQUEST FOR WAIVER FORM**

**EMAIL:** 

**ADDRESS:** 

CITY, STATE, ZIP CODE:

FEDERAL ID NO.:

**TELEPHONE:** 

**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 the next page for additional requirements and document submission instructions.

<b>BIDDER/APPLICANT IS REQUESTING (check all that apply):</b>								
MBE Waiver - A waiver of the MBE goal for this procurement is requested. Total Partial_%	WBE Waiver - A waiver of the WBE goal for this procurement is requested.         Total       Partial%							
REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE	DATE: ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. 1AY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL							
DISQUALIFICATION. NAME OF PREPARER:	FOR AUTHORIZED LISE ONLY							
NAME OF FREFARER:	FOR AUTHORIZED USE ONLY							
TITLE OF PREPARER:	REVIEWED BY:							
TELEPHONE: EMAIL:	WAIVER GRANTED I YES I NO TOTAL WAIVER I PARTIAL WAIVER NOTICE OF DEFICIENCY CONDITIONAL WAIVER COMMENTS:							

M/WBE 101

#### **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.

## EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN (Instructions on next page)

Applicant Name:				,	Telep	hone:		_											
Address:					Federal ID No.:														
City, State, ZIP:						Project No:													
Report includes: Work force to be utilized on this contract OR																			
Applicant's total work force																			
Enter the total number of emplo	oyees in e	each c	lassifi	cation	in each			-											
						Race	/Ethni	city - rep						category					
	e		oanic				AA a. I.a		No	t-His	pani	c or L	atino		<b>F</b> a				
	Fore	or Lo	atino		-		Male						_		Fem			<u> </u>	
EEO - Job Categories	Total Work Force	Male	emale	White	African-American or Black	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran	White	African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran
Executive/Senior Level Officials and Managers		/				202													
First/Mid-Level Officials and Managers																			
Professionals																			
Technicians																			
Sales Workers																			
Administrative Support Workers																			
Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
TOTAL																			
PREPARED BY (Signature): NAME AND TITLE OF PREPARER:								DATE: TELEPH	ONE/E	EMAI	L:								

**EEO** 100

#### **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 can be separated out, 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, <u>mwbegrants@nysed.gov</u>, 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.

## **ATTACHMENT 1: Participating LEA Information and Initial Needs Assessment Form**

LEA Name:

SCG Program Contact Name:

Email Address:

Title:

Phone Number:

Date Needs Assessment was Completed:

Please indicate which tool(s) were used to complete the initial needs assessment:

Please indicate which elements you would like to focus your SCG Program on, including the supporting data:

Needs Assessment Component	Supporting Data from Initial Needs Assessment

## **ATTACHMENT 2: Year 1 Budget Narrative**

The budget narrative chart below should detail and justify the Year 1 (November 1, 2023-September 30, 2024) funding request under this RFP, including all proposed expenditures and indicate the basis of calculation for each cost during the project period. *Please note: while already existing activities may be included in the description, funding from this grant cannot supplant or duplicate positions/activities already funded through other sources.* 

Please be sure to check that all amounts match the FS-10 budget summary. Please add/delete rows as needed.

EXPLANATION AND JUSTIFICATION OF PROPOSED EXPENDITURE AND CALCULATION OF COST	GRANT TOTAL
Salaries for Professional Staff (Code 15)	
Support Staff (Code 16)	
Purchased Services (Code 40)	

EXPLANATION AND JUSTIFICATION OF PROPOSED EXPENDITURE AND CALCULATION OF COST	GRANT TOTAL
Supplies & Materials (Code 45)	
Travel Expenses (Code 46)	
Employee Benefits (Code 80)	
Indirect Cost (Code 90)	

EXPLANATION AND JUSTIFICATION OF PROPOSED EXPENDITURE AND CALCULATION OF COST	GRANT TOTAL
BOCES Services (Code 49)	
Minor Remodeling (Code 30)	
Equipment (Code 20)	

# ATTACHMENT 2A: Multi-Year Budget Summary for the Use of GRANT FUNDS

Project Period: November 1, 2023 - September 30, 2026

FS-10 BUDGET CODE	GRANT-FUNDED PROGRAM COSTS YEAR 1 November 1, 2023- September 30, 2024 (11 months)	GRANT-FUNDED PROGRAM COSTS YEAR 2 October 1, 2024- September 30, 2025	GRANT-FUNDED PROGRAM COSTS YEAR 3 October 1, 2025- September 30, 2026	TOTAL
Professional Salaries – Code 15				
Support Staff Salaries – Code 16				
Purchased Services – Code 40				
Supplies and Materials – Code 45				
Travel Expenses - Code 46				

FS-10 BUDGET CODE	GRANT-FUNDED PROGRAM COSTS YEAR 1 November 1, 2023- September 30, 2024 (11 months)	GRANT-FUNDED PROGRAM COSTS YEAR 2 October 1, 2024- September 30, 2025	GRANT-FUNDED PROGRAM COSTS YEAR 3 October 1, 2025- September 30, 2026	TOTAL
Employee Benefits – Code 80				
Indirect Costs – Code 90				
BOCES Services – Code 49				
Minor Remodeling Code 30				
Equipment - Code 20				
GRAND TOTAL				

This form should reflect all funds requested for your proposal summarized for each year of the project period.

# ATTACHMENT 3: Maximum Application Amount Generation Worksheet – except for NYCDOE, which is eligible to apply for up to \$24,000,000

Final Maximum Application Amount = Row (A+B) \* \$2,000; \$200,000 if this calculation is less than \$200,000; or \$3,600,000 if this calculation exceeds \$3,600,000. Except for NYCDOE.

\*The figure in row B should reflect the count as determined through timely and meaningful consultation with the nonpublic schools. This figure should be consistent with the information provided in Attachment 3A below

Application Amount Calculation Components	Count	
A. Total LEA Low-Income Enrollment as of BEDS Day 2022		
B. Total Participating Non-Public School Low-Income Enrollment *		
C. Application Amount	\$	
D. Administrative Costs	\$	
Final Maximum Application Amount = Box C; \$200,000 if box C is less than \$200,000; or \$3,600,000 if Box D exceeds \$3,600,000		

## ATTACHMENT 3A: Non-Public School List and Budget

On this page, please list all nonpublic schools located in your LEA catchment area and whether each will be participating in SCG equitable participation funding for the grant period. Add rows as necessary. For all nonparticipating nonpublic schools include the written declinations supporting their non-participation.

Does the LEA have any resident students attending private schools that are located either within the district's geographic boundaries or in another LEA? \*

 $\Box$  Yes, the LEA does have students being served by private schools in or out of its district boundaries.

□ No, the LEA does not have any students being served by private schools in or out of its district boundaries.

 $\Box$  Not Applicable, the applicant is a Charter LEA.

 $\Box$  Not Applicable, the applicant is a Special Act LEA.

Nonpublic BEDS Code Number (If applicable)	Nonpublic School Name	Nonpublic School Low- Income Student Enrollment Count (Use same date as LEA enrollment to determine this count – BEDS Day 2022)	Participating? (Yes/No)	Equitable Participation Amount	Signature of Nonpublic school representative
			Yes 🗌 No 🗌	\$	
			Yes 🗌 No 🗌	\$	
			Yes 🗌 No 🗌	\$	
			Yes 🗌 No 🗌	\$	
			Yes 🗌 No 🗌	\$	
			Yes 🗌 No 🗌	\$	
			Yes 🗌 No 🗌	\$	

	Yes 🗌 No 🗌	\$
	Yes 🗌 No 🗌	\$
	Yes 🗌 No 🗌	\$
	Yes 🗌 No 🗌	\$

## **ATTACHMENT 4: Implementation Plan Template**

Following is a template to be used as guidance for creating the Implementation plan/timeline required for Section B, question B3. This may be used in its entirety, modified as necessary, or disregarded for a more appropriate format as determined by the applicant.

Detailed Implementation Plan				
Program Activity/Strategy	Planned Deliverables		Anticipated Outcome	Responsible Persons

## ATTACHMENT 5: Eligible LEAs

Entity Name	High Need / Eligible?
ACADEMIC LEADERSHIP CHARTER	Y
ACADEMY CHARTER SCHOOL	Y
ACADEMY CHARTER SCHOOL-UNION	Y
ACADEMY OF HEALTH SCIENCES C	Y
ACADEMY OF THE CITY CHARTER	Y
ACHIEVE FIRST APOLLO CHARTER	Y
ACHIEVEMENT FIRST ASPIRE CHA	Y
ACHIEVEMENT FIRST BROWNSVILL	Y
ACHIEVEMENT FIRST BUSHWICK C	Y
ACHIEVEMENT FIRST CROWN HGTS	Y
ACHIEVEMENT FIRST E NY CHART	Y
ACHIEVEMENT FIRST ENDEAVOR C	Y
ACHIEVEMENT FIRST LINDEN CS	Y
ACHIEVEMENT FIRST NORTH BROOK	Y
ACHIEVEMENT FIRST VOYAGER	Y
ADDISON	Y
ADIRONDACK	Y
AFTON	Y
AKRON	Y
ALBANY	Y
ALBANY COMMUNITY CHARTER SCH	Y
ALBANY LEADERSHIP CHARTER HS	Y
ALBION	Y
ALEXANDRIA CSD	Y
ALTMAR-PARISH	Y
AMBER CHARTER EAST HARLEM	Y
AMBER CHARTER KINGSBRIDGE	Y
AMERICAN DREAM CHARTER SCHOO	Y
AMITYVILLE	Y
AMSTERDAM	Y
ANDOVER	Y
ARGYLE	Y
ARKPORT	Y
ATMOSPHERE ACADEMY PUBLIC CH	Y
AUBURN	Y
AUSABLE VALLEY	Y
AVOCA	Y
BAINBRIDGE GUILFRD	Y
BARKER	Y

BATAVIA         BATH         BAY SHORE         BEACON         BEDFORD STUY COLLEGIATE CS         BEDFORD STUY NEW BEGINNINGS         BEEKMANTOWN         BEGINNING WITH CHILDREN CHAR	Y Y Y Y Y Y Y Y
BAY SHOREBEACONBEDFORD STUY COLLEGIATE CSBEDFORD STUY NEW BEGINNINGSBEEKMANTOWN	Y Y Y Y Y Y
BEACON BEDFORD STUY COLLEGIATE CS BEDFORD STUY NEW BEGINNINGS BEEKMANTOWN	Y Y Y Y Y
BEDFORD STUY COLLEGIATE CS BEDFORD STUY NEW BEGINNINGS BEEKMANTOWN	Y Y Y Y
BEDFORD STUY NEW BEGINNINGS BEEKMANTOWN	Y Y Y
BEEKMANTOWN	Y Y
	Y
BEGINNING WITH CHILDREN CHAR	
BELFAST	Y
BELLEVILLE-HENDERS	Y
BERLIN	Y
BGLIG CHARTER SCHOOL	Y
BINGHAMTON	Y
BOLD CHARTER SCHOOL	Y
BOLIVAR-RICHBURG	Y
BOQUET VALLEY CSD	Y
BOYS PREP CHARTER SCHOOL OF	Y
BRADFORD	Y
BRASHER FALLS	Y
BRENTWOOD	Y
BRIDGE PREPARATORY CHARTER S	Y
BRIDGEHAMPTON	Y
BRIGHTER CHOICE CHARTER-BOYS	Y
BRIGHTER CHOICE CHARTER-GIRLS	Y
BRILLA COLLEGE PREP CHARTER	Y
BRILLA VERITAS CHARTER SCHOOL	Y
BROCTON	Y
BRONX ACADEMY OF PROMISE CHA	Y
BRONX ARTS AND SCIENCE CHART	Y
BRONX CHARTER SCH BETTER LEA	Y
BRONX CHARTER SCH FOR EXCELL	Y
BRONX CHARTER SCH FOR EXCELL	Y
BRONX CHARTER SCH FOR EXCELLE	Y
BRONX CHARTER SCH-CHILDREN	Y
BRONX CHARTER SCH-EXCELLENCE	Y
BRONX CHARTER SCHOOL FOR EXC	Y
BRONX CHARTER SCHOOL-ARTS	Y
BRONX COMMUNITY CHARTER SCHO	Y
BRONX PREP CHARTER SCHOOL	Y
BROOKFIELD	Ŷ
BROOKLYN ASCEND CHARTER SCHO	Ŷ
BROOKLYN CHARTER SCHOOL	Ŷ
BROOKLYN DREAMS CHARTER SCHO	Ŷ

Entity Name	High Need / Eligible?
BROOKLYN EAST COLLEGIATE	Y
BROOKLYN EMERGING LEADERS AC	Y
BROOKLYN EXCELSIOR CHARTER S	Y
BROOKLYN LABORATORY CHARTER S	Y
BROOKLYN RISE CHARTER SCHOOL	Y
BROOKLYN SCHOLARS CHARTER	Y
BROWNSVILL COLLEGIATE CHAR	Y
BROWNSVILLE ASCEND CHARTER	Y
BRUSHTON MOIRA	Y
BUFFALO	Y
BUFFALO ACADEMY OF SCIENCE C	Y
BUFFALO ACAD-SCI CHARTER SCH	Y
BUFFALO COLLEGIATE CHARTER S	Y
BUFFALO CREEK ACADEMY CHARTE	Y
BUFFALO UNITED CHARTER SCH	Y
BYRON BERGEN	Y
CAIRO-DURHAM	Y
CAMBRIDGE	Y
CAMDEN	Y
CAMPBELL-SAVONA	Y
CANAJOHARIE	Y
CANASTOTA	Y
CANDOR	Y
CANISTEO-GREENWOOD CSD	Y
CANTON	Y
CAPITAL PREP (CP) HARLEM CHA	Y
CARDINAL MCCLOSKEY COMMUNITY	Y
CARTHAGE	Y
CASSADAGA VALLEY	Y
CATO MERIDIAN	Y
CATSKILL	Y
CATTARAUGUS	Y
CENTRAL ISLIP	Y
CENTRAL SQUARE	Y
CHALLENGE PREPARATORY CHARTE	Y
CHARLOTTE VALLEY	Y
CHARTER HIGH SCHOOL-LAW AND	Y
CHARTER SCHOOL FOR APPLIED TE	Y
CHARTER SCHOOL OF INQUIRY	Y
CHAUTAUQUA LAKE	Y
CHEEKTOWAGA	Y
CHENANGO VALLEY	Y
CHERRY VLY-SPRGFLD	Y

Entity Name	High Need / Eligible?
CHILDREN'S AID COLLEGE PREP	Y
CINCINNATUS	Y
CLEVELAND HILL	Y
CLIFTON FINE	Y
CLYDE-SAVANNAH	Y
COBLSKL-RCHMDVL	Y
COHOES	Y
COLLEGIATE ACADEMY-MATH-PERS	Y
COMM PARTNERSHIP CHARTER SCHO	Y
CONEY ISLAND PREP CHARTER	Y
COPIAGUE	Y
CORINTH	Y
CORNING	Y
CORTLAND	Y
CREO COLLEGE PREP CHARTER SC	Y
CROWN POINT	Y
CUBA-RUSHFORD	Y
CULTURAL ARTS-SPRING CREEK	Y
C-V AT ILION-MOHAWK CSD	Y
DALTON-NUNDA	Y
DANSVILLE	Y
DEER PARK	Y
DEMOCRACY PREP CHARTER SCHOO	Y
DEMOCRACY PREP ENDURANCE	Y
DEMOCRACY PREP HARLEM CHARTER	Y
DEPEW	Y
DEPOSIT	Y
DERUYTER	Y
DISCOVERY CHARTER SCHOOL	Y
DOVER	Y
DOWNSVILLE	Y
DR R IZQUIERDO HEALTH/SCIENC	Y
DREAM CHARTER SCHOOL	Y
DREAM CHARTER SCHOOL MOTT HA	Y
DRYDEN	Y
DUNDEE	Y
DUNKIRK	Y
EAST BROOKLYN ASCEND CHARTER	Y
EAST HARLEM SCHOLARS ACADEMY	Y
EAST HARLEM SCHOLARS ACADEMY	Y
EAST IRONDEQUOIT	Y
EAST RAMAPO	Y
EAST ROCHESTER	Y

Entity Name	High Need / Eligible?
EAST SYRACUSE MINOA	Y
EDINBURG COMMON SD	Y
EDMUND W GORDON BROOKLYN LAB	Y
EDWARDS-KNOX	Y
ELDRED	Y
ELLENVILLE	Y
ELM COMMUNITY CHARTER SCHOOL	Y
ELMIRA	Y
ELMIRA HEIGHTS	Y
ELMONT	Y
ELMSFORD	Y
ELMWOOD VILLAGE CHARTER-HERTE	Y
ELMWOOD VILLAGE CS DAYS PARK	Y
EMBER CHARTER SCHOOL	Y
ENTERPRISE CHARTER SCHOOL	Y
EQUITY PROJECT CHARTER(THE)	Y
EUGENIO MARIA DE HOSTOS CHART	Y
EVANS-BRANT	Y
EVERGREEN CHARTER SCHOOL	Y
EXCELLENCE BOYS CHAR SCH-B S	Y
EXCELLENCE GIRLS CHARTER	Y
EXPLORATION ELE CS - SCIENCE	Y
EXPLORE CHARTER SCHOOL	Y
EXPLORE EMPOWER CHARTER	Y
EXPLORE EXCEED CHARTER SCHOO	Y
EXPLORE EXCEL CHARTER SCHOOL	Y
FALCONER	Y
FALLSBURG	Y
FAMILY LIFE ACAD CHARTER	Y
FAMILY LIFE ACADEMY CHARTER	Y
FAMILY LIFE ACADEMY CHARTER	Y
FILLMORE	Y
FINN ACADEMY:AN ELMIRA CHART	Y
FORESTVILLE	Y
FORT ANN	Y
FORT EDWARD	Y
FORT PLAIN	Y
FORTE PREPARATORY ACADEMY CH	Y
FRANKFORT-SCHUYLER	Y
FRANKLIN	Y
FRANKLINVILLE	Ý
FREEPORT	Ý
FREWSBURG	Y

Entity Name	High Need / Eligible?
FRIENDSHIP	Y
FULTON	Y
FUTURE LEADERS INST CHART SC	Y
GENERAL BROWN	Y
GENESEE VALLEY CSD	Y
GENEVA	Y
GEORGE JR REPUBLIC	Y
GERMANTOWN	Y
GIRLS PREP CHARTER SCHOOL	Y
GIRLS PREP CHARTER SCHOOL -	Y
GIRLS PREP CHARTER-BRONX	Y
GLBTSVLLE-MT UPTON	Y
GLEN COVE	Y
GLENS FALLS	Y
GLENS FALLS COM	Y
GLOBAL COMMUNITY CHARTER SCH	Y
GLOBAL CONCEPTS CHARTER SCHOO	Y
GLOVERSVILLE	Y
GORHAM-MIDDLESEX	Y
GOUVERNEUR	Y
GOWANDA	Y
GRAND CONCOURSE ACAD CHARTER	Y
GRANVILLE	Y
GREAT OAKS CHARTER SCHOOL	Y
GREECE	Y
GREEN ISLAND	Y
GREEN TECH HIGH CHARTER SCHO	Y
GREENBURGH	Y
GREENBURGH 11	Y
GREENBURGH-GRAHAM	Y
GREENE	Y
GREENPORT	Y
GRGETWN-SO OTSELIC	Y
GROTON	Y
GROWING UP GREEN CHARTER	Y
GROWING UP GREEN II	Y
HADLEY LUZERNE	Y
HAMMOND	Y
HAMPTON BAYS	Y
HANCOCK	Y
HANNIBAL	Y
HARBOR SCI & ARTS CHARTER SCH	Y
HARLEM CHILDREN'S ZONE PROMIS	Y

Entity Name	High Need / Eligible?
HARLEM CHLDRN ZONE ACADEMY II	Y
HARLEM HEBREW LANGUAGE ACADE	Y
HARLEM PREP CHARTER SCHOOL	Y
HARLEM VILL ACAD WEST	Y
HARLEM VILLAGE ACADEMY EAST	Y
HARLEM VILLAGE ACADEMY WEST	Y
HARPURSVILLE	Y
HARRIET TUBMAN CHARTER SCHOOL	Y
HARRISVILLE	Y
HARTFORD	Y
HAVERSTRAW-STONY POINT	Y
HAWTHORNE KNOLLS	Y
HEALTH SCIENCES CHARTER SCHO	Y
HEBREW LANGUAGE ACADEMY	Y
HEBREW LANGUAGE ACADEMY CHART	Y
HELLENIC CLASSICAL CS -STATE	Y
HEMPSTEAD	Y
HENRY JOHNSON CHARTER SCHOOL	Y
HERKIMER	Y
HERMON-DEKALB	Y
HEUVELTON	Y
HIGHLAND FALLS	Y
HINSDALE	Y
HOLLAND PATENT	Y
HOLLEY	Y
HOMER	Y
HOOSICK FALLS	Y
HORNELL	Y
HUDSON	Y
HUDSON FALLS	Y
HUNTER TANNERSVL	Y
HUNTINGTON	Y
HYDE LEADERSHIP CHARTER SCHO	Y
HYDE LEADERSHIP CS-BROOKLYN	Y
HYDE PARK	Y
ICAHN CHARTER SCH 4	Y
ICAHN CHARTER SCHOOL 1	Y
ICAHN CHARTER SCHOOL 5	Y
ICAHN CHARTER SCHOOL 6	Y
ICAHN CHARTER SCHOOL 7	Y
IMAGINE ME LEADERSHIP CHARTE	Y
INDIAN RIVER	Y
INTERNATIONAL LEADERSHIP CHA	Y

Entity Name	High Need / Eligible?
INWOOD ACAD FOR LEADERSHIP C	Y
IVY HILL PREP CHARTER SCHOOL	Y
JAMESTOWN	Y
JASPER-TRPSBRG	Y
JEFFERSON	Y
JOHN V LINDSAY WILDCAT ACAD	Y
JOHN W LAVELLE PREP CHARTER	Y
JOHNSBURG	Y
JOHNSON CITY	Y
JOHNSTOWN	Y
KENDALL	Y
KENMORE	Y
KEY COLLEGIATE CHARTER SCH	Y
KING CENTER CHARTER SCHOOL	Y
KINGS COLLEGIATE CHARTER SCH	Y
KINGSTON	Ý
KIPP ACADEMY CHARTER SCH	Ý
KIPP AMP CHARTER SCHOOL	Ý
KIPP BRONX CHARTER SCHOOL II	Ý
KIPP BRONX CHARTER SCHOOL III	Ý
KIPP INFINITY CHARTER SCHOOL	Ý
KIPP NYC WASHINGTON HEIGHTS	Ý
KIPP STAR COLLEGE PREP CHRT	Ý
KIPP TECH VALLEY CHARTER SCH	Ý
KIRYAS JOEL	Y
LA CIMA CHARTER SCHOOL	Ý
LA FARGEVILLE	Ý
LACKAWANNA	Y
LAFAYETTE	Ý
LAMAD ACADEMY CHARTER SCHOOL	Ý
LANSINGBURGH	Y
LAUNCH EXPEDITIONARY LRNING	Ý
LAURENS	Ý
LAWRENCE	Ý
LEADERSHIP PREP BEDFORD STUY	Ý
LEADERSHIP PREP BROWNSVILLE	Ý
LEADERSHIP PREP CANARSIE	Ý
LEADERSHIP PREP OCEAN HILL	Ý
LEEP DUAL LANGUAGE ACADEMY C	Ý
LEGACY COLLEGE PREPARATORY C	Ý
LETCHWORTH	Ý
LIBERTY	Ý
LITTLE FALLS	Y
	I

Entity Name	High Need / Eligible?
LIVINGSTON MANOR	Y
LOCKPORT	Y
LOIS AND RICHARD NICOTRA EAR	Y
LONG LAKE	Y
LONGWOOD	Y
LOWVILLE	Y
LYME	Y
LYNCOURT	Y
LYONS	Y
MADISON	Y
MADRID WADDINGTON	Y
MALONE	Y
MALVERNE	Y
MANCHSTR-SHRTSVLLE	Y
MANHATTAN CHARTER SCHOOL	Y
MANHATTAN CHARTER SCHOOL II	Y
MARATHON	Y
MARGARETVILLE	Y
MARION	Y
MARYVALE	Y
MASSENA	Y
MATH-ENG-SCI ACADEMY CHART	Y
MAYFIELD	Y
MCGRAW	Y
MECHANICVILLE	Y
MEDINA	Y
MERRICK ACADEMY-QUEENS PUBLIC	Y
METROPOLITAN LIGHTHOUSE CHAR	Y
MEXICO	Y
MIDDLE VILLAGE PREP CHARTER	Y
MIDDLEBURGH	Y
MIDDLETOWN	Y
MILFORD	Y
MINERVA	Y
MOHONASEN	Y
MONTICELLO	Y
MORAVIA	Y
MORIAH	Y
MORRIS	Y
MORRISTOWN	Y
MORRISVILLE EATON	Y
MOTT HALL CHARTER SCHOOL	Y
MOTT HAVEN ACADEMY CHARTER S	Y

Entity Name	High Need / Eligible?
MOUNT MARKHAM	Y
MOUNT MORRIS	Y
MOUNT VERNON	Y
MT PLEASANT-COTTAG	Y
NAPLES	Y
NEIGHBORHOOD CHARTER SCHOOL	Y
NEW AMERICAN ACAD CHARTER SC	Y
NEW DAWN CHARTER HIGH SCHOOL	Y
NEW DAWN CHARTER HS II	Y
NEW HEIGHTS ACAD CHARTER SCH	Y
NEW LEBANON	Y
NEW ROCHELLE	Y
NEW ROOTS CHARTER SCHOOL	Y
NEW VENTURES CHARTER SCHOOL	Y
NEW VISIONS AIM CHARTER HS I	Y
NEW VISIONS AIM CHARTER HS II	Y
NEW VISIONS CHARTER HS-HUMAN	Y
NEW VISIONS CHARTER HS-HUMAN	Y
NEW VISIONS CHARTER HS-MATH	Y
NEW VISIONS CHTR HS-ADV MA/S	Y
NEW VISIONS CHTR HS-ADV MA/S	Y
NEW VISIONS CHTR HS-HUMANITI	Y
NEW VISIONS-HS FOR MATH	Y
NEW WORLD PREP CHARTER SCHOO	Y
NEW YORK MILLS	Y
NEWARK	Y
NEWARK VALLEY	Y
NEWBURGH	Y
NEWFIELD	Y
NIAGARA CHARTER SCHOOL	Y
NIAGARA FALLS	Y
NORTH BABYLON	Y
NORTH ROSE WOLCOTT	Y
NORTH TONAWANDA	Y
NORTH WARREN	Y
NORTHEAST	Y
NORTHEASTRN CLNTON	Y
NORTHRN ADIRONDACK	Y
NORTHSIDE CHARTER HIGH	Y
NORWICH	Y
NORWOOD NORFOLK	Y
NY FRENCH-AMERICAN CHARTER S	Y
NYC AUTISM CHARTER-BRONX	Y

Entity Name	High Need / Eligible?
NYC AUTISM CHARTER-EAST HARLE	Y
NYC CHARTER HS - AECI	Y
NYC CHARTER SCHOOL OF THE A	Y
NYCDOE	Y
NYC MONTESSORI CHARTER SCHOO	Y
OAKFIELD ALABAMA	Y
OCEAN HILL COLLEGIATE CHA	Y
ODESSA MONTOUR	Y
OGDENSBURG	Y
OLEAN	Y
ONEIDA	Y
ONEONTA	Y
ONONDAGA	Y
ONTECH CHARTER HIGH SCHOOL	Y
OPPENHEIM-EPHRATAH-ST. JOHNSV	Y
OPPORTUNITY CHARTER SCHOOL	Y
OSSINING	Y
OSWEGO	Y
OUR WORLD NEIGHBORHOOD CHARTE	Y
OUR WORLD NEIGHBORHOOD CS 2	Y
OXFORD	Y
PALMYRA-MACEDON	Y
PARISHVL HOPKINTON	Y
PATCHOGUE-MEDFORD	Y
PAVE ACADEMY CHARTER SCHOOL	Y
PAVILION	Y
PEMBROKE	Y
PENN YAN	Y
PERRY	Y
PERSISTENCE PREP ACADEMY CHA	Y
PERU	Y
PHAROS ACADEMY CHARTER SCH	Y
PHELPS-CLIFTON SPR	Y
PHOENIX	Y
PINE BUSH	Y
PINE PLAINS	Y
PINE VALLEY	Y
PLATTSBURGH	Y
POLAND	Y
PORT BYRON	Y
PORT CHESTER-RYE	Y
PORT JERVIS	Y
PORTVILLE	Y

Entity Name	High Need / Eligible?
POUGHKEEPSIE	Ý
PRATTSBURGH	Y
PULASKI	Y
PUTNAM	Y
RAVENA COEYMANS	Y
REACH ACADEMY CHARTER SCHOOL	Y
RED CREEK	Y
REMSEN	Y
RENAISSANCE ACADEMY CHARTER-	Y
RENAISSANCE CHARTER HS-INNOV	Y
RENAISSANCE CHARTER SCHOOL 2	Y
RENSSELAER	Y
RICHFIELD SPRINGS CSD	Y
RIPLEY	Y
RIVERHEAD	Y
RIVERHEAD CHARTER SCHOOL	Y
RIVERTON STREET CHARTER SCHO	Y
ROCHDALE EARLY ADVANTAGE CHA	Y
ROCHESTER	Y
ROCHESTER ACADEMY CHARTER SC	Y
ROCHESTER PREP CHARTER SCHOO	Y
ROME	Y
ROMULUS	Y
RONDOUT VALLEY	Y
ROOSEVELT	Y
ROOSEVELT CHILDREN'S ACAD CHA	Y
ROSCOE	Y
RUSH HENRIETTA	Y
SALAMANCA	Y
SALEM	Y
SALMON RIVER	Y
SANDY CREEK	Y
SARANAC LAKE	Y
SAUGERTIES	Y
SCHENECTADY	Y
SCHOHARIE	Y
SCHOOL IN THE SQUARE PUBLIC	Y
SCHROON LAKE	Y
SCIO	Y
SENECA FALLS	Y
SHARON SPRINGS	Y
SHERBURNE EARLVL	Y
SHERMAN	Y

Entity Name	High Need / Eligible?
SHERRILL	Y
SIDNEY	Y
SILVER CREEK	Y
SISULU-WALKER CHARTER SCHOOL	Y
SLOAN	Y
SODUS	Y
SOLVAY	Y
SOUTH BRONX CHARTER SCHOOL	Y
SOUTH BRONX CLASSICAL CHARTE	Y
SOUTH BRONX CLASSICAL CHARTE	Y
SOUTH BRONX CLASSICAL II	Y
SOUTH BRONX EARLY COLLEGE AC	Y
SOUTH BUFFALO CHARTER SCHOOL	Y
SOUTH COUNTRY	Y
SOUTH HUNTINGTON	Y
SOUTH JEFFERSON	Y
SOUTH KORTRIGHT	Y
SOUTH LEWIS	Y
SOUTH SENECA	Y
SOUTHAMPTON	Y
SOUTHERN CAYUGA	Y
SOUTHSIDE ACADEMY CHARTER SC	Y
SPENCER VAN ETTEN	Y
ST HOPE LEADERSHIP ACAD CHAR	Y
ST REGIS FALLS	Y
STAMFORD	Y
STOCKBRIDGE VALLEY	Y
STOREFRONT ACADEMY CHARTER S	Y
STOREFRONT ACADEMY HARLEM CH	Y
SUCCESS ACA-BED STUY 2	Y
SUCCESS ACA-COBBLE HILL	Y
SUCCESS ACAD CHARTER SCH-BR 3	Y
SUCCESS ACADEMY - HARLEM 6	Y
SUCCESS ACADEMY -BRONX 2	Y
SUCCESS ACADEMY CS - BERGEN	Y
SUCCESS ACADEMY CS - BRONX 4	Y
SUCCESS ACADEMY CS - ROSEDALE	Y
SUCCESS ACADEMY CS - WASHINGT	Y
SUCCESS ACADEMY CS-BED STUY 3	Y
SUCCESS ACADEMY CS-BUSHWICK	Y
SUCCESS ACADEMY CS-FAR ROCKAW	Y
SUCCESS ACADEMY CS-FLATBUSH	Y
SUCCESS ACADEMY CS-S JAMAICA	Y

Entity Name	High Need / Eligible?
SUCCESS ACADEMY -UPPER WEST	Y
SUCCESS ACADEMY-BED STUY 1	Y
SUCCESS ACADEMY-BRONX 1	Y
SUCCESS ACADEMY-HUDSON YARDS	Y
SUCCESS ACAD-FORT GREENE	Y
SUCCESS ACAD-HARLEM 2	Y
SUCCESS ACAD-HARLEM 1	Y
SUCCESS ACAD-HARLEM 3	Y
SUCCESS ACAD-HARLEM 4	Y
SUCCESS ACAD-HARLEM 5	Y
SUCCESS ACAD-PROSPECT HGTS	Y
SUCCESS ACA-WILLIAMSBURG	Y
SUMMIT ACADEMY CHARTER	Y
SUSQUEHANNA VALLEY	Y
SWEET HOME	Y
SYRACUSE	Y
SYRACUSE ACADEMY OF SCI-CITI	Y
SYRACUSE ACAD-SCI CHARTER SC	Y
TAPESTRY CHARTER SCHOOL	Y
TARRYTOWN	Y
THOUSAND ISLANDS	Y
TICONDEROGA	Y
TIOGA	Y
TONAWANDA	Y
TOWN OF WEBB	Y
TRI VALLEY	Y
TROY	Y
TRUE NORTH ROCHESTER PREP CH	Y
TRUE NORTH ROCHESTER-WEST	Y
TRUE NORTH TROY PREP CHARTER	Y
TUCKAHOE COMMON	Y
UNADILLA VALLEY	Y
UNION SPRINGS	Y
UNIONDALE	Y
UNION-ENDICOTT	Y
UNITY PREP CHARTER SCH OF BR	Y
UNIVERSITY PREP CHAR SCH-YOU	Y
UNIVERSITY PREP CHARTER HIGH	Y
URBAN ASSEMBLY CS - COMPUTER	Y
URBAN CHOICE CHARTER SCHOOL	Y
URBAN DOVE TEAM CHARTER SCH	Y
URBAN DOVE TEAM CHARTER SCHO	Y
UTICA	Y

Entity Name	High Need / Eligible?
VALLEY STR HEMP 24	Y
VALLEY STR HEMP 30	Y
VAN HORNSVILLE	Y
VERTUS CHARTER SCHOOL	Y
VOICE CHARTER SCHOOL OF NEW	Y
WALTON	Y
WARRENSBURG	Y
WARSAW	Y
WATERFORD	Y
WATERLOO	Y
WATERTOWN	Y
WATERVILLE	Y
WATERVLIET	Y
WATKINS GLEN	Y
WAVERLY	Y
WAYLAND-COHOCTON	Y
WELLS	Y
WELLSVILLE	Y
WEST BUFFALO CHARTER SCHOOL	Y
WEST HEMPSTEAD	Y
WESTBURY	Y
WESTERN NY MARITIME CHARTER	Y
WESTFIELD	Y
WESTMINSTER COMM CHARTER SCH	Y
WHEATLAND CHILI	Y
WHEELERVILLE	Y
WHIN MUSIC COMMUNITY CHARTER	Y
WHITEHALL	Y
WHITESVILLE	Y
WHITNEY POINT	Y
WILDFLOWER NEW YORK CHARTER	Y
WILLIAM FLOYD	Y
WILLIAMSBURG CHARTER HIGH SCH	Y
WILLIAMSBURG COLLEGIATE CHRT	Y
WILLIAMSON	Y
WILLSBORO	Y
WILSON	Y
WINDHAM ASHLAND	Y
WINDSOR	Y
WORCESTER	Y
WYANDANCH	Y
YONKERS	Y
YORK	Y

Entity Name	High Need / Eligible?
YORKSHRE-PIONEER	Y
YOUNG WOMEN'S COLLEGE PRE	Y
ZETA CHARTER SCHOOL - BRONX 1	Y
ZETA CHARTER SCHOOL - INWOOD	Y