

Funding Opportunity RFP #GC20-009 Title I School Improvement Section 1003 New York State Integration Project – Professional Learning Community (NYSIP-PLC) Grant Phase III, 2020-2023	
Legislative Authority	The New York State Integration Project – Professional Learning Community (NYSIP-PLC) program is authorized under Title 1, Part A, Section 1003 of ESEA, as amended by the Every Student Succeeds Act (ESSA).
Purpose of Grant	The purpose of the NYSIP-PLC program is to increase student achievement in New York State Title I Schools, particularly those schools identified for improvement, by encouraging greater integration by race and ethnicity, as well as socioeconomic, special education, and English language learner/Multilingual learner (ELL/MLL) status in Title I schools.
Project Period	September 1, 2020 – August 31, 2023
Eligible Applicants	For participation in Phase III of the NYSIP-PLC Grant, the New York State Education Department (NYSED or “the Department”) has established a list of preliminarily eligible districts (located on page 5) based on participation in Phase II of the NYSIP-PLC.
Amount of Funding	<p>Phase III of the NYSIP-PLC will be funded via competitive grant awards. Participation in Phase II does not guarantee funding for or participation in Phase III. In Phase III, approximately 6-8 awards will be granted.</p> <p>The total amount of funding available is approximately \$20,000,000. LEAs may request funds up to \$3,000,000 for the entirety of Phase III.</p>
Application Due Date and Mailing Address	<p>Applications must be emailed and postmarked by May 7, 2020. For the original copy, send the completed application to:</p> <p>Attn: Title I 1003 NYSIP-PLC Phase III Grant New York State Education Department Office of ESSA-Funded Programs 89 Washington Avenue Room 320 EB Albany, New York 12234</p> <p>For the electronic copy, send the completed application to SIGA@nysed.gov and include the district name and “Title I 1003 NYSIP-PLC Phase III Grant” in the subject line.</p>

Questions and Answers	Questions regarding this RFP may be submitted to SIGA@nysed.gov . The deadline for questions is March 31, 2020. A Questions and Answers Summary will be posted no later than April 9, 2020 at: http://www.p12.nysed.gov/funding/currentapps.html
Non-Mandatory Notice of Intent	The Notice of Intent (NOI) is not a requirement for submitting a complete application; however, NYSED strongly encourages all prospective applicants to submit an NOI to ensure a timely and thorough review and rating process. The NOI is a simple email notice stating your organization's (use the legal name and NYS Vendor ID) intent to apply for this grant. Please send the NOI to SIGA@nysed.gov by April 9, 2020.
M/WBE Requirements	Pursuant to Article 15-A of the New York State Executive Law, the M/WBE participation goal for this grant is 30% of each applicant's total discretionary non-personal service budget over the entire term of the grant. See the M/WBE Participation Goals section for further information and forms for completion.
State Education Department Contacts	Program: Lisa Robinson, SIGA@nysed.gov Fiscal: Thomas McBride, SIGA@nysed.gov MWBE: Brian Hackett, SIGA@nysed.gov

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

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Application Guidance

2020-2023 New York State Integration Project – Professional Learning Community (NYSIP-PLC) Grant – Phase III; Title I School Improvement Section 1003

Purpose

By one measure, New York State has been named as the most racially and socioeconomically segregated school system in the nation.¹ In light of this, the New York State Education Department (NYSED or “the Department”) presented a proposed Diversity Statement to the Board of Regents in June 2017, outlining the positive impacts of socioeconomic, racial, and other types of integration on academic outcomes for elementary and secondary students.

In an effort to support NYSED’s renewed commitment to racial, socioeconomic, and other types of student integration in the state, NYSED launched the New York State Integration Project - Professional Learning Community (NYSIP-PLC) Grant, which offers funds to assist local education agencies (LEA) in promoting staff understanding of the benefits of integration and to help staff create individualized district integration plans.

The purpose of the NYSIP-PLC program is to increase student achievement in New York State Title I Schools, particularly those schools identified for improvement, by encouraging greater integration by race and ethnicity, as well as socioeconomic, special education, and English language learner/Multilingual learner (ELL/MLL) status in Title I schools. The three (3) phases of the program are intended to provide districts with funding and programmatic support to:

- Learn about the benefits of integration;
- Develop a sustainable strategy that addresses segregation in the district and promotes integration (“integration strategy”);
- Refine an integration strategy and implement a limited pilot plan; and
- Fully implement an integration strategy on target schools.

Title I School Improvement Grant funds under Section 1003 must be used to support LEAs that receive Title I funds and:

- Serve the lowest achieving schools;
- Demonstrate the greatest need for such funding;
- Demonstrate the strongest commitment to ensuring that such funds are used to enable the lowest achieving schools to meet the progress goals in their school improvement plans; and
- Have been identified for improvement based on the State’s accountability system.

¹ Orfield, G., Frankenberg, E., Ee, J., & Kuscera, J. (2014). *Brown at 60: Great progress, a long retreat and an uncertain future*. Civil Rights Project/Proyecto Derechos Civiles.

Eligibility

For Phase I of the NYSIP-PLC Grant, NYSED established a list of eligible districts from among those districts that (1) identified as Title I Focus Districts, (2) had at least one Priority or Focus school and (3) had a district poverty rate (FPRL) of 50%. From among the cohort of districts that met those initial criteria, NYSED then identified districts that ranked among the top 18 in the state to Within District Overall Segregation² and the top 12 in the State for Between District Segregation.³

Eligibility for Phase II was based in part on (1) identification as a Target District; (2) satisfactory attendance at all Phase I NYSIP-PLC sessions and check-in calls; and (3) satisfactory submission of interim Phase I assignments.

For participation in Phase III, NYSED has created a list of preliminarily eligible districts based on participation in Phase II of the NYSIP-PLC. **Districts that did not participate in Phase II of the NYSIP-PLC Grant are not eligible for Phase III of the NYSIP-PLC Grant.**

District Name	2018-19 Student Enrollment
Buffalo City School District	38,511
East Ramapo Central School District (Spring Valley)	8,852
Mount Vernon School District	7,995
New York City Community School District #1	11,872
New York City Community School District #2	62,548
New York City Community School District #3	25,968
New York City Community School District #10	54,091
New York City Community School District #13	26,460
New York City Community School District #15	33,238
New York City Community School District #21	35,675
New York City Community School District #22	35,810
New York City Community School District #24	56,326
New York City Community School District #27	43,635
New York City Community School District #28	39,767
New York City Community School District #30	40,754
New York City Community School District #31	59,343
Peekskill City School District	3,315
Rochester City School District	30,812
Syracuse City School District	21,324
Wyandanch Union Free School District	2,688

² Defined as districts where the demographic makeup of their schools (e.g., Race, Free and Reduced Price Lunch (FRPL), English Language Learners (ELLs) and Students with Disabilities) differ most from their districtwide demographics, such that individual schools in the district have very different demographic groups represented in each school. ³ Defined as districts where the demographic makeup of their district (e.g., Race, FRPL, English Language Learners and Students with Disabilities) differs most from their county demographics, such that the district has a very different demographic makeup as compared to other districts in the county.

Project Period

September 1, 2020 – August 31, 2023

Funding

Funding Source: Funding for the New York State Integration Project – Professional Learning Community (NYSIP-PLC) Grant – Phase III comes from the U.S. Department of Education, Title I, Part A, Section 1003 of the Elementary and Secondary Education Act (ESEA).

Under Title 1, Part A, Section 1003 of ESEA, as amended by the Every Student Succeeds Act (ESSA), School Improvement Grants (SIGs) are grants to state educational agencies (SEAs) that SEAs use to make competitive subgrants to LEAs that demonstrate the greatest need for the funds and the strongest commitment to use the funds to provide adequate resources in order to substantially raise the achievement of students in their lowest-performing schools.

Funding Structure: Phase III of the NYSIP-PLC will be funded via competitive grant awards. Participation in Phase II does not guarantee funding for or participation in Phase III. In Phase III, approximately 6-8 awards will be granted.

The total amount of funding available is approximately \$20,000,000. LEAs may request funds up to \$3,000,000 for the entirety of Phase III. Funding will be disbursed as follows: 40 percent of the awarded funding will be disbursed in the first year of implementation, 30 percent in the second year, 20 percent in the third year, and the final 10 percent will be disbursed upon satisfactory submission of the Phase III Final Report, which is detailed below.

Districts will be selected following the procedure described in the “Application Evaluation” section below.

Allowable Use of Funds and Funding Restrictions: Allowable uses of funds may include the following activities related to developing, implementing, and/or piloting integration plans:

- Staff time to implement integration strategies and relevant activities as they relate to changes in school and classroom composition and the application of culturally responsive-sustaining practices;
- Conducting stakeholder engagement activities;
- Collecting, storing, and analyzing data related to the implementation and impact of integration strategies and related activities; and
- Hiring additional personnel and/or consultants to support integration plans.
- Travel expenses related to NYSIP-PLC sessions.
 - An expectation of the grant is to share implementation outcomes with others. As such, grant funds may be used to ensure full participation of district representatives at NYSIP-PLC sessions and calls (including travel and lodging costs), as well as to support districts in completing any required PLC assignments.
 - Travel expenses for NYSIP-PLC sessions must conform with current NYS travel rates and regulations. The current rates are available at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Registration in Federal System for Award Management (SAM)

In order to be awarded federal funds, an agency must be registered (and then maintain a current registration) in the federal [System for Award Management](#) 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 Payee Information Form is a packet containing the [Payee Information Form](#) itself and an accompanying NYSED Substitute W-9. The NYSED Substitute W-9 may or may not be needed from your agency. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through NYSED.

Application Requirements Guidance

Questions regarding this RFP may be submitted to SIGA@nysed.gov. The deadline for questions is March 31, 2020. A Questions and Answers Summary will be posted no later than April 9, 2020 at: <http://www.p12.nysed.gov/funding/currentapps.html>.

Application Deadline: Applications must be emailed and postmarked by May 7, 2020.

Non-Mandatory Notice of Intent: The Notice of Intent (NOI) is not a requirement for submitting a complete application; however, NYSED strongly encourages all prospective applicants to submit an NOI to ensure a timely and thorough review and rating process. The NOI is a simple email notice stating your organization's (use the legal name and NYS Vendor ID) intent to apply for this grant. Please send the NOI to SIGA@nysed.gov by April 9, 2020.

Application Submission: A complete application consists of **one (1) original hard copy** and **one (1) electronic copy** of the following materials:

- Cover Page with Original Signature
- Application Checklist
- Attachment A: Needs Assessment
- Attachment B: Proposal Narrative
- Attachment C: Commitment Narrative
- Attachment D: Geographically Proximate District and/or BOCES Commitment (Optional)
- Attachment E: Strategy Design
- Attachment F: Implementation Plan
- Attachment G: Budget and Sustainability Narrative
 - One original and two copies of the FS-10 are required
- Attachment H: M/WBE Packet

For the original hard copy, send the completed application to:

Attn: Title I 1003 NYSIP-PLC Phase III Grant
 New York State Education Department
 Office of ESSA-Funded Programs
 89 Washington Avenue
 Room 320 EB
 Albany, New York 12234

For the electronic copy, send the completed application to SIGA@nysed.gov and include the district name **and** “Title I 1003 NYSIP-PLC Phase III Grant” in the subject line.

Summary of Application Requirements

The following is a summary of attachments required for a complete application. The attachments are described in greater detail in the application.

- **Attachment A: Needs Assessment (5 points):** The Needs Assessment uses evidence to describe segregation in the district, its potential causes, and its impact on student outcomes. It also names the aspect(s) of segregation targeted by the district’s integration strategy and provides a rationale for its focus.
- **Attachment B: Proposal Narrative (5 points):** The Proposal Narrative summarizes the district’s integration strategy and meets the following two (2) criteria. First, the Proposal Narrative describes activities that shift the composition of schools and/or classrooms, and it names activities that promote integration through the use of culturally responsive-sustaining practices. Second, the Proposal Narrative addresses how the district’s integration strategy has been revised or selected based on the district’s experiences in Phase I and Phase II of the NYSIP-PLC Grant. The integration strategy and related activities must be consistent with the *U.S. Supreme Court decision in Parents Involved in Community Schools v. Seattle School District*. No. 1, 551 U.S. 701 (2007).
- **Attachment C: Commitment Narrative (5 points):** The Commitment Narrative describes the district’s commitment to integration and to sharing outcomes with NYSED and other New York State districts. The Commitment Narrative also describes a commitment to the use of evidence and research to inform decisions, collective problem-solving, continuous learning and improvement, and stakeholder engagement as discussed in Phase I and Phase II of the NYSIP-PLC Grant.
- **Attachment D: Geographically Proximate District and/or BOCES Commitment (Optional):** This is only applicable for those districts participating in partnerships with other districts or BOCES for Phase III of the NYSIP-PLC grant.
- **Attachment E: Strategy Design (35 points):** The Strategy Design has three (3) components: (1) the Theory of Action, (2) Strategic Plan, and (3) Measurement Framework that will guide the implementation of the district’s integration strategy and support the district’s ability to monitor, respond to, and assess the implementation and impact of the integration strategy. All the

components of the Strategy Design should be clearly written and in a manner that demonstrates alignment across the components.

- **Attachment F: Implementation and Management Plan (20 points):** The Implementation and Management Plan presents how the district will execute its integration strategy and meets two (2) criteria. First, the Implementation Plan describes the actions, concrete steps, and deadlines for Year 1 (i.e., school year 2020-2021). Second, the Implementation Plan names the Management Team, a set of individuals responsible for the design, implementation, and monitoring of the Implementation Plan.
- **Attachment G: Budget and Sustainability Plan (30 points):** The Budget and Sustainability Plan presents the proposed budget for Year 1 (i.e., school year 2020-21) of the district's integration strategy and a plan for sustaining the integration strategy in Years 2 and 3 (i.e., school year 2021-22 and school year 2022-23). It has three (3) components: (1) the Budget Summary Chart for years 1-3, (2) FS-10 Budget Form for Year 1, and (3) Budget Narrative and Sustainability Plan. Note: If awarded a grant, the district will need to submit a new FS-10 budget form for approval for each year of the grant.
- **Attachment H: M/WBE Requirements:** Pursuant to Article 15-A of the New York State Executive Law, the M/WBE participation goal for this grant is 30% of each applicant's total discretionary non-personal service budget over the entire term of the grant. See the M/WBE Participation Goals section of the application for further information and forms for completion.
- **Assurances:** NYSED Assurances for Federal Discretionary Program Funds
- **Appendix A:** Standard Clauses for NYS Contracts
- **Appendix A-1 G**

Application Evaluation

Only applications from eligible applicants postmarked by the due date will be reviewed and rated. Applicants must score at least 65 points to be considered for a grant award.

Each eligible application will be reviewed by at least two (2) reviewers. Each reviewer will score the application according to the indicated point criteria in the NYSIP-PLC Phase III Evaluation Rubric. The scores of the reviewers will be totaled and then averaged to arrive at the final score for each application. If reviewers' scores are more than 15 points apart, another reviewer will score the application. The two (2) 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 (2) original scores, the third reviewer's score will become the final score.

If there are not sufficient grant funds for all fundable applications scoring at least 65 points, applications will be ranked from highest to lowest score and will be awarded, in rank order, until the grant funds are exhausted. In the event of a tie score, the application with the higher score on the *Strategy Design* of the

application will be ranked higher. In the event of a tie score on the Strategy Design, the application serving the higher number of students will be ranked higher.

Applications will be scored based on the quality and coherence of the submission. Strong applications will provide thorough, thoughtful answers to all relevant points described in the instructions, with emphasis on activities that facilitate changes to school and classroom composition and a meaningful incorporation of culturally responsive-sustaining practices.

Application Evaluation Rubric: The evaluation rubric and detailed scoring breakdown are located at the end of the application.

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

Entities' Responsibility

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

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

documentation must be available for inspection by State Education Department officials or its representatives.

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

Required Reporting and Cohort Participation Requirements

Program Requirements: Phase III of the NYSIP-PLC has the following program requirements:

- **Progress Monitoring Calls:** Grant recipients will participate in “Progress Monitoring Calls” to share status updates, discuss lessons learned, and brainstorm solutions to problems and/or ways to manage issues that have arisen during the implementation of integration strategies. Key members of the grantee’s Management Team will be expected to attend each call.
- **Convenings:** Grant recipients will attend up to two (2) annual convenings that bring together fellow NYSIP-PLC grantees and non-grantees to collectively problem-solve implementation issues, share early evidence of implementation and impact outcomes, and educate others about how to design and implement integration initiatives.

Reporting Requirements: Grant recipients will be required to submit an annual report (“Year-End Report”) at the end of Year 1 and Year 2 and one (1) final report at the completion of Year 3 (“Final Report”).

Year-End Report: The report will outline progress toward the district’s integration strategy outcomes, as well as grant spending. It will also request information about the district’s implementation plan for the coming program/fiscal year. Follow-up on issues identified during progress monitoring calls will be required as well.

Final Report: The report will analyze how well the integration strategy outlined in the Strategy Design was implemented and achieved the level of impact that was expected, including:

- An evidence-based summary of progress toward implementation and impact targets outlined in the Strategy Design. Examples of indicators that could be used as evidence include (but are not limited to) quantitative data such as segregation counts or attendance and qualitative data such as parent satisfaction or community perception;
- A description of lessons learned related to effective integration activities, practices for continuous learning and improvement, and practices for stakeholder engagement; and
- Sustainability Plan for the next five (5) years.

The reports will be in a form and format to be determined by NYSED and shall demonstrate: progress made toward achieving program goals and objectives; the strategy’s effectiveness on improving student performance; and any specific concerns or issues encountered during program implementation.

Years 2 and 3 will be authorized based upon submission of a satisfactory Year-End Report in addition to the FS-10, budget narrative, and updated sustainability plan review.

Reporting Timeline:

- Annual Report for Year 1/Project Plan for Year 2; FS-10/Budget Narrative/Updated Sustainability Plan for Year 2 (submitted together): *due July 1, 2021*
 - Final Expenditure Report (FS-10F) for Year 1 – *due November 30, 2021*
- Annual Report for Year 2/Project Plan for Year 3; FS-10/Budget Narrative/Updated Sustainability Plan for Year 3 (submitted together): *due July 1, 2022*
 - Final Expenditure Report (FS-10F) for Year 2 – *due November 30, 2022*
- Final Report for Year 3/Phase III – *due November 30, 2023*
- Final Expenditure Report (FS-10F) for Year 3 – *due November 30, 2023*

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.

Post-Selection Procedures

Debriefing Procedures: All applicants may request a debriefing within fifteen (15) calendar days of receiving notice of non-award from NYSED. Applicants may request a debriefing on the selection process regarding this Grant by emailing the request to Thomas McBride of the Contract Administration Unit at thomas.mcbride@nysed.gov or mailing the request to

New York State Education Department
 Contract Administration Unit
 Attention: Thomas McBride, RFP GC20-009
 89 Washington Ave., Room 501 W
 Albany, NY 12234

A summary of the strengths and weaknesses of the application, as well as recommendations for improvement will be emailed back to the applicant within ten (10) business days.

Award Protest Procedures: Applicants who receive a notice of non-award may protest the NYSED award decision subject to the following:

- 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:

New York State Education Department
Contract Administration Unit
Attention: Thomas McBride, RFP GC-20-009
89 Washington Ave, Room 501 W
Albany, NY 12234

- The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one (1) 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 applicant with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.
- 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.

NYSIP-PLC Phase III Application Timeline

RFP Posted:	March 3, 2020
Deadline for Questions:	March 31, 2020
Non-Mandatory Notice of Intent Due:	April 9, 2020
Q&A Summary Posted:	April 9, 2020
Applications Due/Postmarked by:	May 7, 2020
Project Period:	September 1, 2020 – August 31, 2023

APPLICATION & RELATED MATERIALS BEGIN ON NEXT PAGE

Phase III Application
2020 – 2023 New York State Integration Project – Professional Learning Community
(NYSIP-PLC) Grant

AGENCY CODE*

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** To find your code, go to <http://www.oms.nysed.gov/cafe/reports> and click on the appropriate county in the chart. Scroll to your LEA name and the code will be on the left.*

Name of Applicant LEA:	
Address:	
Contact Person Name and Title:	Telephone:
E-mail Address:	Fax:
Did you participate in the NYSIP-PLC Phase II Grant? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>I hereby certify that I am the applicant’s chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, and that the requested budget amounts are necessary for the implementation of this project.</p> <p>I further assure the collaborative development/implementation of a district integration plan to reduce racial/ethnic, special education, English Language Learner/Multilingual Learner, and socioeconomic isolation. This collaboration will include: participation in grant-related meetings, review of data, completion of PLC assignments, and the development of a district integration plan.</p> <p>It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p>	
Authorized Signature of Chief School/Administrative Officer (in blue ink)	
Typed Name:	Date:

Application Checklist

Listed below are the required documents for a complete application package in the order that they must be submitted. The complete application must be signed and submitted by the district. See below for instructions on the forms required. Use this checklist to ensure that your application submission is complete. Incomplete applications will not be reviewed.

Required Documents to Be Submitted in the Following Order:

	Document			
<input type="checkbox"/>	Application Cover Page with original signatures in blue ink			
<input type="checkbox"/>	Application Checklist			
<input type="checkbox"/>	Attachment A: Needs Assessment			
<input type="checkbox"/>	Attachment B: Proposal Narrative			
<input type="checkbox"/>	Attachment C: Commitment Narrative			
<input type="checkbox"/>	Attachment D: Geographically Proximate District and/or BOCES Commitment (Optional)			
<input type="checkbox"/>	Attachment E: Strategy Design			
<input type="checkbox"/>	Attachment F: Implementation and Management Plan			
<input type="checkbox"/>	Attachment G: Budget and Sustainability Plan Documents <ul style="list-style-type: none"> • Be sure to include one original and two copies of the FS-10 			
<input type="checkbox"/>	Attachment H: M/WBE Documents Package			
	<input type="checkbox"/> Full Participation <input type="checkbox"/> Request Partial Waiver <input type="checkbox"/> Request Total Waiver			
	Forms Required			
	Type of Form	Full Participation	Request Partial Waiver	Request Total Waiver
	Calculation of M/WBE Goal Amount	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
M/WBE 100 Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	N/A	

	M/WBE 102 Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N/A
	M/WBE 105 Contractor's Good Faith Efforts	N/A	<input type="checkbox"/>	<input type="checkbox"/>
	M/WBE 101 Request for Waiver Form and Instructions	N/A	<input type="checkbox"/>	<input type="checkbox"/>
	EE0 100 Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Worker's Compensation Documentation (encouraged)			
<input type="checkbox"/>	Disability Benefits Documentation (encouraged)			

Attachment A: Needs Assessment (5 points)

Requested Length: The Needs Assessment should not exceed one (1) single-spaced page

The Needs Assessment uses evidence to describe segregation in the district, its potential causes, and its impact on student outcomes. It also names the aspect(s) of segregation targeted by the district's integration strategy and provides a rationale for its focus. The rationale should describe:

- How the integration strategy plans to address segregation in the district; and
- How stakeholders were involved in the creation of the integration strategy.

Attachment B: Proposal Narrative (5 points)

Requested Length: The assessment should not exceed one (1) single-spaced page

The Proposal Narrative summarizes the district's integration strategy and meets the following two (2) criteria. First, the Proposal Narrative summarizes and explains the relationship between activities designed to shift the composition of schools and/or classrooms and activities designed to promote integration through the use of culturally responsive-sustaining practices. The summary also explains how these activities will change over the course of three academic school years covered by the grant, beginning with school year 2020-2021. Second, the Proposal Narrative addresses how the district's integration strategy has been revised or selected based on the district's experiences in Phase I and Phase II of the NYSIP-PLC Grant.

The proposed strategy and related activities must be consistent with the *U.S. Supreme Court decision in Parents Involved in Community Schools v. Seattle School District*. No. 1, 551 U.S. 701 (2007).

Attachment C: Commitment Narrative (5 points)

Requested Length: The assessment should not exceed one (1) single-spaced page

The applicant must demonstrate in the district's commitment narrative how the district will meet the following requirements as discussed in Phase I and Phase II of the NYSIP-PLC Grant:

- A. Commitment to reducing racial, socioeconomic, special education and ELL/MLL isolation throughout the school district, with a focus on identified schools. This includes, but is not limited to, a commitment to the continued development of capacity and knowledge among district staff, school staff, relevant stakeholders, and others to address isolation.
- B. Commitment to sharing outcomes with NYSED and other New York State districts.
- C. Commitment to the use of evidence and research to inform decisions, collective problem-solving, and continuous learning and improvement.
- D. Commitment to engaging school, other district staff members, and other appropriate stakeholders in implementing a district integration strategy that addresses segregation at the district, school and classroom level. Proposed models and activities must be consistent with the 2011 Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools released jointly by the U.S. Department of Justice and U.S. Department of Education. See links below for more information on this topic:
 - a. <http://www.ed.gov/news/press-releases/new-guidance-supports-voluntary-use-race-achieve-diversity-higher-education>
 - b. <http://www2.ed.gov/about/offices/list/ocr/docs/guidance-ese-201111.html>
- E. Commitment to leveraging different sources of funding to support implementation of integration strategies during the Phase III grant period and beyond.

Attachment D: Geographically Proximate District and/or BOCES Commitment (optional)

The following should be signed by each superintendent of a geographically proximate district and/or Board of Cooperative Education Services (BOCES) committed to partnering with a NYSIP-PLC Phase III Grantee for the 2020-2023 Grant Period.

- A. The undersigned superintendent and staff, or BOCES, are committed to working with the partnering districts to fully implement the proposed integration plan designed to reduce racial/ethnic, special education, English Language Learner/Multilingual Learner, and socioeconomic isolation across districts.
- B. The undersigned superintendent and staff, or BOCES, are committed to supporting the partnering district with the program requirements for the PLC, as described in the RFP, including joint participation in sessions, if appropriate, joint completion of PLC assignments, and the full implementation of the district’s integration plan.
- C. The undersigned superintendent and staff, or BOCES, are committed to supporting the partnering district from September 1, 2020 through at least August 31, 2021. This commitment will be updated annually.

Superintendent Signature: (in blue ink)	
Date:	Typed Name:
Name of District or BOCES:	

Attachment E: Strategy Design (35 points)**(Template on next page)**

The Strategy Design has three (3) components: (1) the Theory of Action, (2) Strategic Plan, and (3) Measurement Framework that will guide the district's proposed integration strategy. The expectations for the components of the Strategy Design (see below) are consistent with the key ideas of Phase I and Phase II of the NSYIP-PLC. The template is similar to the templates used for the Pilot Plan submitted in the Phase II, Part A final assignment.

- (1) The Theory of Action expands on the summary of the district's integration strategy described in the Proposal Narrative. Districts are encouraged to write the Theory of Action as a set of "if," "then," and "as a result" statements that reflects both changes to the composition of schools and/or classrooms and the activities to promote culturally responsive-sustaining practices.
- (2) The Strategic Plan is aligned to the Theory of Action and names the inputs and resources needed to execute the "if statements." It describes the actions contained within each "if statement." The Strategic Plan also describes the short-term outcomes reflected in the "then statements" and the longer-term impacts reflected in the "as a result statement(s)."
- (3) The last component of the Strategy Design is the Measurement Framework, which is aligned with the Strategic Plan. The Measurement Framework lists a set of indicators, tools, and targets the district will use to monitor, adjust, and assess the implementation and impact of its strategy. The length of the Measurement Framework may vary based on the district's strategy. Districts will prioritize a set of actions and outcomes to measure with the Measurement Framework. Those prioritized actions and outcomes should meet two (2) criteria. First, the indicators, tools, and targets aligned to the prioritized actions and outcomes must allow the district to measure how much and how well actions and outcomes were implemented and their impact. Second, the indicators, tools, and targets aligned to the prioritized actions and outcomes must allow the district to gather early and late evidence of implementation and impact.

An effective Strategy Design is comprehensive, addressing activities related to changing the composition of schools and/or classrooms and activities related to promoting culturally responsive-sustaining practices. An effective Strategy Design also clearly demonstrates the alignment among the Theory of Action, Strategic Plan, and Measurement Framework.

NYSIP-PLC, Phase III
Strategy Design Template

Theory of Action

Write the Theory of Action as a set of “if,” “then,” and “as a result” statements that reflects both changes to the composition of schools and/or classrooms and the activities to promote culturally responsive-sustaining (CR-S) practices. The Theory of Action should be consistent with the summary of the district’s integration strategy described in the Proposal Narrative.

If we...

Then we will...

As a result...

Strategic Plan: Composition		Name the inputs, actions, outcomes, and impacts related to the composition prong of your proposed strategy, as described in the proposal narrative, for promoting integration in your district. Add as many rows as needed.	
Inputs	Actions	Outcomes	Impact
[Names actors, resources, and conditions needed to execute the actions]	[Names actions the team will take to implement its Theory of Action]	[Names short-term anticipated changes in knowledge, skills, perceptions, practices, and performance based on the actions complete]	[Names long-term anticipated changes in knowledge, skills, perceptions, practices, and performance based on the actions complete]

Strategic Plan: CR-S		Name the inputs, actions, outcomes, and impacts related to the CR-S prong of your proposed strategy, as described in the proposal narrative, for promoting integration in your district. Add as many rows as needed.	
Inputs	Actions	Outcomes	Impact
[Names actors, resources, and conditions needed to execute the actions]	[Names actions the team will take to implement its Theory of Action]	[Names short-term anticipated changes in knowledge, skills, perceptions, practices, and performance based on the actions complete]	[Names long-term anticipated changes in knowledge, skills, perceptions, practices, and performance based on the actions complete]

Measurement Framework: Composition, Actions		Name the action indicators, tools, and targets for the composition prong of your Measurement Framework. Add as many rows as needed.	
Actions	Indicators	Tools	Targets
[Names actions as stated in the Strategic Plan that will be used to implement the Theory of Action]	[Names the type of evidence, or measures, that will be used to assess how well actions were executed]	[Names the instrument that will be used to collect the evidence needed to assess how well actions were executed (e.g., administrative records and surveys)]	[Names specific performance expectations, stated as specific, measurable, attainable, relevant, and time-bound (SMART) goals, that will be used to determine whether actions were executed to the extent and quality as planned]

Measurement Framework: Name the outcome indicators, tools, and targets for the composition prong of your Composition, Outcomes Measurement Framework. Add as many rows as needed.			
Outcomes	Indicators	Tools	Targets
[Names outcomes as stated in the Strategic Plan that will be achieved as a result of the Theory of Action]	[Names the type of evidence, or measures, that will be used to assess how well outcomes were achieved]	[Names the instrument that will be used to collect the evidence needed to assess how well outcomes were achieved (e.g., administrative records and surveys)]	[Names specific performance expectations, stated as specific, measurable, attainable, relevant, and time-bound (SMART) goals, that will be used to determine whether outcomes achieved as planned]

Measurement Framework: CR-S, Actions		Name the action indicators, tools, and targets for the CR-S prong of your Measurement Framework. Add as many rows as needed.	
Actions	Indicators	Tools	Targets
[Names actions as stated in the Strategic Plan that will be used to implement the Theory of Action]	[Names the type of evidence, or measures, that will be used to assess how well actions were executed]	[Names the instrument that will be used to collect the evidence needed to assess how well actions were executed (e.g., administrative records and surveys)]	[Names specific performance expectations, stated as specific, measurable, attainable, relevant, and time-bound (SMART) goals, that will be used to determine whether actions were executed to the extent and quality as planned]

Measurement Framework: Name the outcome indicators, tools, and targets for the CR-S prong of your Measurement Framework. Add as many rows as needed.			
Outcomes	Indicators	Tools	Targets
[Names outcomes as stated in the Strategic Plan that will be achieved as a result of the Theory of Action]	[Names the type of evidence, or measures, that will be used to assess how well outcomes were achieved]	[Names the instrument that will be used to collect the evidence needed to assess how well outcomes were achieved (e.g., administrative records and surveys)]	[Names specific performance expectations, stated as specific, measurable, attainable, relevant, and time-bound (SMART) goals, that will be used to determine whether outcomes achieved as planned]

Attachment F: Implementation and Management Plan (20 points)

See Next Pages for Templates

The Implementation and Management Plan presents the district's plan for how it will manage the work over time. The expectations for the components of the Implementation and Management Plan (see below) are consistent with the key ideas of Phase I and Phase II of the NSYIP-PLC. The template is similar to the templates used for the Pilot Plan submitted in the Phase II, Part A final assignment.

The Implementation Plan describes the actions, concrete steps, and deadlines for Year 1 (i.e., school year 2020-2021). The actions should align with those stated in the Strategic Plan, which is reported in the Strategy Design. The concrete steps describe the key tasks needed to execute an action. Districts may prioritize a set of actions and concrete steps to list in the Measurement Framework.

The Implementation Plan should include not only actions named in the Strategic Plan, but also actions related to data collection and analysis as well as opportunities for stakeholder comments on data. The proposed management structure, key staff positions, and plan for program oversight should reflect the capacity to establish and maintain a successful integration program. An effective Implementation Plan is detailed, comprehensive, and feasible.

NYSIP-PLC, Phase III
Management Team Template

Management Team Name the management team responsible for the design and implementation of the strategy. Describe the knowledge and skills members possess and list their preferred email address. Add as many rows as needed.			
Title/Position with the District	Role in Relation to the Strategy Design	Expertise	Preferred Email

NYSIP-PLC, Phase III
Implementation and Management Plan Template

Implementation and Management Plan	Describe the actions, concrete steps, and deadlines for Year 1 (i.e., school year 2020-2021). The actions should align with those stated in the Strategic Plan, which is reported in the Strategy Design section of the application. Add as many rows as needed.			
Action	Concrete Step	Primary Owner of the Action	Secondary Owner (Optional)	Deadline

Attachment G: Budget and Sustainability Plan (30 points)

The Budget and Sustainability Plan presents the proposed budget for Year 1 (i.e., school year 2020-21) of the district's integration strategy and a plan for sustaining the integration strategy in Years 2 and 3 (i.e., school year 2021-22 and school year 2022-23).

LEAs may request funds up to \$3,000,000 for the entirety of Phase III. Funding will be disbursed as follows: 40 percent of the awarded funding will be disbursed in the first year of implementation, 30 percent in the second year, 20 percent in the third year, and the final 10 percent will be disbursed upon satisfactory submission of the Phase III Final Report.

LEAs should focus on developing a strong integration strategy and effective action plan first and foremost, and avoid budgeting items and activities simply to draw down funds. All budgeted activities and items should be **DIRECTLY AND OBVIOUSLY CONNECTED** to the Strategy Design as well as the Implementation and Management Plan.

Note: The grant award period will begin on September 1, 2020 and end on August 31, 2023. FS-10 forms must be submitted for each year of the grant.

The districts must submit the following budget-related forms (found on the following few pages) with the Phase III application:

- The [*Budget Summary Chart*](#) for all years (1-3) of the grant summarizes the budget for the entire project period.
- The [*Budget Narrative*](#) describes the expenditures needed to execute the district's integration strategy for all three years of the grant. The budget should be clearly aligned to the Strategy Design and must meet the following criteria:
 - The Budget Narrative must indicate how the expenses of the project are necessary to and reasonable for the actions listed in the Strategic Plan.
 - The Budget must provide sufficient detail to allow reviewers to understand how the funds will be used and the relationship between the proposed expenditures and actions.
 - The Budget Narrative should clearly indicate how these funds will supplement, and not supplant, any services currently provided by the grant recipient.
 - The Budget Narrative describes the person(s) responsible for overseeing the implementation of the grant.
 - The totals reported in the Budget Narrative must correspond to the amounts shown on the FS-10.
 - All items and activities on the Budget Narrative must be included on and match the FS-10.
 - The budget should be commensurate to the size and need of the particular district and integration strategy.
 - Administrative Cap: No more than 10% of the total annual award may be used for administrative costs.
 - If a Grant Coordinator is going to be utilized, their salary would not be included in the 10% administrative cap.

- Applicants must describe and justify in the budget narrative specific administrative expenses aside from a Grant Coordinator position that would be supported by NYSIP-PLC funding.
 - Supplies & Materials Cap: Funding for supplies and materials (Code 45) may be no greater than 10% of the total funding for the project period. LEAs should not budget for supplies and materials (e.g., smart boards, I-pads, computers, display screens, flash drives, cameras, computer software and hardware, classroom furniture, and general office supplies), that are not needs-based and directly connected and aligned to the activities outlined in the application. Items should not be budgeted merely as a means to draw down funds or in a manner that could be conceived as supplanting local funds.
- The [Sustainability Plan](#) is included with the budget narrative and describes how the implementation plan and budget will change in Years 2 and 3 and beyond when state funds are no longer provided in pursuit of the goals described in the Strategy Design.
 - In budgeting and planning for sustainability, LEAs should be certain to support critical, ongoing integration strategy activities through reliable and stable funding sources. In budgeting and planning for sustainability, NYSIP funds should support but not serve as the sole source of funding for this work. For example, if a core feature of the strategy proposed in this application receives the sole source of funding through the NYSIP grant (or another discrete grant) it would be unclear how the action could reasonably be sustained after the grant period is over and therefore the cost may be scored accordingly in the budget section.
 - In addition, applicants should identify all other sources of income that will support and sustain the activities described in this application during the grant period and after the grant is complete.
- **FS-10 Budget Form** for Year 1 funding (9/1/20 – 8/31/21)
 - All items and activities on the FS-10 must be included on and match the Budget Narrative.
 - **FS-10** in [Excel](#)  (124 KB) - *recommended; please enable macros*
 - **FS-10** in [Word](#)  (90 KB) | **FS-10** in [.pdf](#) 
 - FS-10 budget form for Year 1
 - Please note that the expenditures in the budget codes must directly support the activities that contribute to the Strategy Design.
 - Justifications for these expenditures must be included in the budget and be reflected in the Sustainability Plan.
 - The FS-10 Budget Form, information about the categories of expenditures, and general information on allowable costs, applicable cost principles, and administrative regulations are available in the Fiscal Guidelines for Federal and State Aided Grants at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.
 - The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Note: The proposed Budget will be reviewed for the appropriateness of the expenditures. The actions and practices identified through each category of the application narratives drive the appropriate costs. Appropriate costs are those costs that are directly connected to the actions and to sustaining the practices prompted in the categories of the application narratives. It is incumbent upon the applicant to demonstrate the close connections between the costs proposed and the organizational or pedagogical purposes those costs will support from the project narrative. LEAs

must make the case in the budget narrative that such costs are closely connected to the actions the practices prompted in the project narrative. Costs that are non-allowable, remain unexplained, or are judged by NYSED to be too loosely connected to the proposed integration strategy plan will be eliminated and the budget will be scored accordingly.

Additional Budget Information

Supplement, Not Supplant Rule: Activities budgeted for through this application must supplement, not supplant, core activities currently provided, or to be provided, by the district. To overcome the presumption of supplanting, services/programs must not be mandatory under state/local or another federal law; or services being provided must not be paid with state or local funds in other schools; and these services must not have been paid with state or local funds in the past.

Note about Supplies & Materials: While funding for supplies and materials (Code 45) may be no greater than 10% of the total funding for the project period, LEAs should not budget for supplies and materials (e.g., smart boards, I-pads, computers, display screens, flash drives, cameras, computer software and hardware, classroom furniture, and general office supplies), that are not needs-based and directly connected and aligned to the plan and model. Items should not be budgeted merely as a means to draw down funds or in a manner that could be conceived as supplanting local funds.

Note about funding for salaries: Grant funds may be used for salaries of staff members directly supporting grant activities. Grant funds may be used for the salary of an existing staff member and/or to hire an additional staff member(s) to support specific NYSIP-PLC grant program activities as described in the application.

To satisfy the "supplement, not supplant" rule, the portion of the staff person's salary paid by grant funds should match the portion of the person's time spent on grant-related work. For example:

- If a grant coordinator is hired to work solely on grant-related program activities, then grant funds may cover 100% of his/her salary.
- If an existing faculty member is spending 50% of his/her time on grant-related activities and 50% of his/her time fulfilling their typical responsibilities, then 50% of his/her salary may be paid with grant funds.

Budget Amendments and Carryover Requests: Both budget amendments and carryover requests require the use of the FS-10A accompanied by a narrative explaining the need and change in plan. The narrative must:

- Reference the approved application page number(s),
- Identify which activities, resources, partner(s), etc. that will change, and
- Explain how the change will impact goals, objectives, strategies, or benchmarks. The change must not adversely impact or change the original scope of the approved application.

Timeline for budget amendments and carryover requests

- Budget Amendments (FS-10A) for Year 1 (9/1/2020 – 8/31/2021) – *Deadline to submit FS-10As for Year 1: 07/01/2021*
 - Same month and day for each subsequent year of the grant
- Request for Carryover funds from Year 1 (9/1/2020 – 8/31/2021) into Year 2 (9/1/2021 – 8/31/2022) – *Deadline to submit FS-10A to request carryover from Year 1 into Year 2: 07/01/2021*
 - Same month and day for carryover from Year 2 into Year 3
 - No carryover available from Year 3

Non-Allowable Costs:

- Anything for school level programs or activities for schools not identified as in need of improvement
- Core instruction or mandated services
- Supplies and materials
 - Food and refreshments for staff activities, including working lunches
 - Costs for materials for core instruction
 - Promotional items, such as t-shirts, caps, tote bags, imprinted pens, key chains, etc.
 - Door prizes, movie tickets, gift certificates, passes to amusements parks, etc.
 - Ceremonies, banquets, or celebrations
- The purchase of equipment (defined as equipment items having a unit value of \$5,000 or more with a useful life of more than one year) is not allowed
- Professional Development or Conferences
 - Any professional development conference, summit, etc., that is stand-alone, 1-day, or short-term and not aligned to the implementation plan.
- Other
 - Field trips for entertainment or recreational purposes only
 - Construction, remodeling, or renovation
 - Costs that do not meet federal supplement/not supplant guidelines

For more information, visit the website:

<http://www.oms.nysed.gov/cafe/guidance/faqs.html>

Attachment G: 3-Year Budget Summary Chart

BEDS Code										
LEA Name										

Year 1 (2020-2021)		
Categories	Code	Costs
Professional Salaries	15	
Support Staff Salaries	16	
Purchased Services	40	
Supplies and Materials	45	
Travel Expenses	46	
Employee Benefits	80	
Indirect Cost (IC)	90	
BOCES Service	49	
Minor Remodeling	30	
Equipment	20	
Year 1 Total		

Year 2 (2021-2022)		
Categories	Code	Costs
Professional Salaries	15	
Support Staff Salaries	16	
Purchased Services	40	
Supplies and Materials	45	
Travel Expenses	46	
Employee Benefits	80	
Indirect Cost (IC)	90	
BOCES Service	49	
Minor Remodeling	30	
Equipment	20	
Year 2 Total		

Year 3 (2022-2023)		
Categories	Code	Costs
Professional Salaries	15	
Support Staff Salaries	16	
Purchased Services	40	
Supplies and Materials	45	
Travel Expenses	46	
Employee Benefits	80	
Indirect Cost (IC)	90	
BOCES Service	49	
Minor Remodeling	30	
Equipment	20	
Year 3 Total		

3-Year Totals		
Categories	Code	Costs
Professional Salaries	15	
Support Staff Salaries	16	
Purchased Services	40	
Supplies and Materials	45	
Travel Expenses	46	
Employee Benefits	80	
Indirect Cost (IC)	90	
BOCES Service	49	
Minor Remodeling	30	
Equipment	20	
3-Year Total		

NYSIP-PLC Phase III Grant

Attachment G: 3 Year Budget Narrative and Sustainability Plan

All budgeted activities and items should be *directly and obviously connected* to the Strategy Design as well as the Implementation and Management Plan. In addition, all budgeted activities and items included in this Budget Narrative and Sustainability Plan should match the 3-Year Budget Summary Chart and FS-10.

For each Budget Category below, complete a typical budget narrative for Year 1 of the grant.

- Under that, you will complete the Sustainability Plan for that category.
 - Explain for each year of the grant, and for each activity in that category, what % of each activity for that code will be paid for with NYSIP-PLC grant funding and what % of activities for that code will be paid for with other funding sources.
 - The Sustainability Plan for each code should demonstrate how the implementation plan and all activities and items in the Year 1 budget will change in Years 2 and 3 and beyond the 3-year grant period in pursuit of the goals described in the Strategy Design.
- Additional guidance on budgeting and sustainability can be found on pages 32-35 of this RFP.

CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY <i>(Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.)</i>	
Code 15 <i>Professional Salaries Budget Narrative</i>		
Code 15 <i>Professional Salaries Sustainability Plan</i>	% Funded with NYSIP-PLC Grant	% Funded with other sources
Code 15 <i>Professional Salaries Sustainability Plan</i>	Year 1:	Year 1:
Code 15 <i>Professional Salaries Sustainability Plan</i>	Year 2:	Year 2:

CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY <i>(Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.)</i>	
<i>Code 15 Professional Salaries Sustainability Plan</i>	Year 3:	Year 3:
<i>Code 15 Professional Salaries Sustainability Plan</i>	Post-grant:	
<i>Code 16 Support Staff Salaries Budget Narrative</i>		
<i>Code 16 Support Staff Salaries Sustainability Plan</i>	% Funded with NYSIP-PLC Grant	% Funded with other sources
<i>Code 16 Support Staff Salaries Sustainability Plan</i>	Year 1:	Year 1:
<i>Code 16 Support Staff Salaries Sustainability Plan</i>	Year 2:	Year 2:
<i>Code 16 Support Staff Salaries Sustainability Plan</i>	Year 3:	Year 3:
<i>Code 16 Support Staff Salaries Sustainability Plan</i>	Post-grant:	

CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY <i>(Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.)</i>	
<i>Code 40 Purchased Services Budget Narrative</i>		
<i>Code 40 Purchased Services Sustainability Plan</i>	% Funded with NYSIP-PLC Grant	% Funded with other sources
<i>Code 40 Purchased Services Sustainability Plan</i>	Year 1:	Year 1:
<i>Code 40 Purchased Services Sustainability Plan</i>	Year 2:	Year 2:
<i>Code 40 Purchased Services Sustainability Plan</i>	Year 3:	Year 3:
<i>Code 40 Purchased Services Sustainability Plan</i>	Post-grant:	
<i>Code 45 Supplies and Materials Budget Narrative</i>		

CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY (Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.)	
<i>Code 45 Supplies and Materials Sustainability Plan</i>	<i>% Funded with NYSIP-PLC Grant</i>	<i>% Funded with other sources</i>
<i>Code 45 Supplies and Materials Sustainability Plan</i>	Year 1:	Year 1:
<i>Code 45 Supplies and Materials Sustainability Plan</i>	Year 2:	Year 2:
<i>Code 45 Supplies and Materials Sustainability Plan</i>	Year 3:	Year 3:
<i>Code 45 Supplies and Materials Sustainability Plan</i>	Post-grant:	
<i>Code 46 Travel Expenses Budget Narrative</i>		
<i>Code 46 Travel Expenses Sustainability Plan</i>	<i>% Funded with NYSIP-PLC Grant</i>	<i>% Funded with other sources</i>
<i>Code 46 Travel Expenses Sustainability Plan</i>	Year 1:	Year 1:

CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY <i>(Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.)</i>	
<i>Code 46 Travel Expenses Sustainability Plan</i>	Year 2:	Year 2:
<i>Code 46 Travel Expenses Sustainability Plan</i>	Year 3:	Year 3:
<i>Code 46 Travel Expenses Sustainability Plan</i>	Post-grant:	
<i>Code 80 Employee Benefits Budget Narrative</i>		
<i>Code 80 Employee Benefits Sustainability Plan</i>	% Funded with NYSIP-PLC Grant	% Funded with other sources
<i>Code 80 Employee Benefits Sustainability Plan</i>	Year 1:	Year 1:
<i>Code 80 Employee Benefits Sustainability Plan</i>	Year 2:	Year 2:
<i>Code 80 Employee Benefits Sustainability Plan</i>	Year 3:	Year 3:

CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY <i>(Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.)</i>	
<i>Code 80 Employee Benefits Sustainability Plan</i>	Post-grant:	
<i>Code 90 Indirect Cost Budget Narrative</i>		
<i>Code 90 Indirect Cost Sustainability Plan</i>	<i>% Funded with NYSIP-PLC Grant</i>	<i>% Funded with other sources</i>
<i>Code 90 Indirect Cost Sustainability Plan</i>	Year 1:	Year 1:
<i>Code 90 Indirect Cost Sustainability Plan</i>	Year 2:	Year 2:
<i>Code 90 Indirect Cost Sustainability Plan</i>	Year 3:	Year 3:
<i>Code 90 Indirect Cost Sustainability Plan</i>	Post-grant:	
<i>Code 49 BOCES Services Budget Narrative</i>		

CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY (Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.)	
<i>Code 49 BOCES Services Sustainability Plan</i>	<i>% Funded with NYSIP-PLC Grant</i>	<i>% Funded with other sources</i>
<i>Code 49 BOCES Services Sustainability Plan</i>	Year 1:	Year 1:
<i>Code 49 BOCES Services Sustainability Plan</i>	Year 2:	Year 2:
<i>Code 49 BOCES Services Sustainability Plan</i>	Year 3:	Year 3:
<i>Code 49 BOCES Services Sustainability Plan</i>	Post-grant:	
<i>Code 30 Minor Remodeling Budget Narrative</i>		
<i>Code 30 Minor Remodeling Sustainability Plan</i>	<i>% Funded with NYSIP-PLC Grant</i>	<i>% Funded with other sources</i>
<i>Code 30 Minor Remodeling Sustainability Plan</i>	Year 1:	Year 1:

CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY (Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.)	
<i>Code 30 Minor Remodeling Sustainability Plan</i>	Year 2:	Year 2:
<i>Code 30 Minor Remodeling Sustainability Plan</i>	Year 3:	Year 3:
<i>Code 30 Minor Remodeling Sustainability Plan</i>	Post-grant:	
<i>Code 20 Equipment Budget Narrative</i>		
<i>Code 20 Equipment Sustainability Plan</i>	% Funded with NYSIP-PLC Grant	% Funded with other sources
<i>Code 20 Equipment Sustainability Plan</i>	Year 1:	Year 1:
<i>Code 20 Equipment Sustainability Plan</i>	Year 2:	Year 2:
<i>Code 20 Equipment Sustainability Plan</i>	Year 3:	Year 3:

CODE/ BUDGET CATEGORY	EXPLANATION OF EXPENDITURES IN THIS CATEGORY <i>(Must provide a clear explanation of how the proposed expenditures are appropriate and necessary to support the program activities and how the proposed expenditures are reasonable for the number of participating students.)</i>
<i>Code 20 Equipment Sustainability Plan</i>	Post-grant:

Attachment H: M/WBE Documents

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 certified M/WBEs, see [the M/WBE Directory](#) .

The M/WBE participation goal for this grant is thirty percent (30%) of each applicant's total discretionary non-personnel service budget each year of the grant — 17 percent for MBE and 13 percent for WBE. Discretionary non-personnel service budget is defined as total budget, excluding the sum of funds budgeted for:

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

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

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

METHODS TO COMPLY

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

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

COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 100 Utilization Plan
- M/WBE 102 Notice of Intent to Participate

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

COMPLETE FORMS:

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

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

COMPLETE FORMS:

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

GOOD FAITH EFFORTS

Applicants must make a good faith effort to solicit NYS certified M/WBE firms as subcontractors and/or suppliers to achieve the goals for this grant. Solicitations may include, but are not limited to: advertisements in minority and women-centered publications; solicitation of vendors found in the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#); 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 evidence of such efforts. Examples of acceptable documentation can be found in form M/WBE 105, Contractor's Good Faith Efforts. NYSED reserves the right to reject any application for failure to document "good faith efforts."

REQUEST FOR WAIVER

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

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

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) should be reported to the NYSED M/WBE Program Unit using the M/WBE 103 Quarterly M/WBE Compliance Report. This report should be submitted on a quarterly basis and can be requested at MWBEGrants@nysed.gov.

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

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

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

M/WBE Goal Calculation Worksheet
(This form should reflect Year 1 budget totals)

RFP # and Title: _____

Applicant Name: _____

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

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

	Budget Category	Amount budgeted for items excluded from M/WBE calculation	Totals
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 Line 9 =M/WBE goal amount		

*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 the 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.

Typed or Printed Name of Authorized Representative of the Firm:

Typed or Printed Title/Position of Authorized Representative of the Firm:

Signature/Date:

M/WBE UTILIZATION PLAN

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

Bidder/Applicant Name _____

Telephone: _____

Address _____

Federal ID No.: _____

City, State, Zip _____

RFP No.: _____

Certified M/WBE	Classification (check all applicable)	Description of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified MBE _____ WBE _____ <input type="checkbox"/> For Profit <input type="checkbox"/> Not -For-Profit		\$ _____
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified MBE _____ WBE _____ <input type="checkbox"/> For Profit <input type="checkbox"/> Not -For-Profit		\$ _____

PREPARED BY (Signature) _____ DATE _____

SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER'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 DISQUALIFICATION.

NAME AND TITLE OF PREPARER: _____
(print or type)

TELEPHONE/E-MAIL _____

DATE _____

M/WBE 100

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

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

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

Bidder/Applicant Name: _____ Federal ID No.: _____

Address: _____ Phone No.: _____

City _____ State _____ Zip Code _____ E-mail: _____

Signature of Authorized Representative of Bidder's Firm _____
 Print or Type Name and Title of Authorized Representative of Bidder's Firm

Date: _____

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

Name of M/WBE: _____ Federal ID No.: _____

Address: _____ Phone No.: _____

City, State, Zip Code _____ E-mail: _____

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

DESIGNATION: MBE Subcontractor WBE Subcontractor MBE Supplier WBE Supplier

PART C - CERTIFICATION STATUS (CHECK ONE):

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

The undersigned has applied to New York State's Division of Minority and Women-Owned Business Development (MWBD) for M/WBE certification.

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

The estimated dollar amount of the agreement \$ _____

 Signature of Authorized Representative of M/WBE Firm

 Date

 Printed or Typed Name and Title of Authorized Representative

M/WBE 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 women-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
- (3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
- (4) Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the directory of certified businesses;
- (5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
- (6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises.
- (7) Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women- owned business enterprises for this procurement. Submit additional pages as needed.

Authorized Representative Signature_____
Date

M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION

RFP#/PROJECT NAME _____

I, _____
 (Authorized Representative) (Title) (Bidder's Company)

 (Address) (Phone)

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

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

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

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

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

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

REQUEST FOR WAIVER FORM

BIDDER/APPLICANT NAME:
ADDRESS:
CITY, STATE, ZIPCODE:

TELEPHONE:
EMAIL:
FEDERAL ID NO.:
RFP#/PROJECT #:

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

BIDDER/APPLICANT IS REQUESTING (check all that apply):	
<input type="checkbox"/> MBE Waiver - A waiver of the MBE goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial _____%	<input type="checkbox"/> WBE Waiver - A waiver of the WBE goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial _____%
<input type="checkbox"/> Waiver Pending ESD Certification (<i>check here if subcontractor or supplier is not certified M/WBE, but an application for certification has been filed with Empire State Development</i>) Subcontractor/Supplier Name: _____ Date of application filing: _____	

PREPARED BY (*Signature*): _____ DATE: _____

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

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

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-11, as listed below. If a Waiver Pending ESD Certification is requested, please see Item 11 below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.

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

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

EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN

Instructions on Next Page

Bidder Name: _____
 Address: _____
 City, State, ZIP: _____

Telephone: _____
 Federal ID No.: _____
 RFP No: _____

Report includes:

Reporting Entity: _____

Work force to be utilized on this contract

Contractor

Contractor/Subcontractor's total work force

Subcontractor - Name: _____

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO - Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category																	
		Hispanic or Latino		Not-Hispanic or Latino										Female					
				Male															
		Male	Female	White	African-American or Black	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran	White	African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran
Executive/Senior Level Officials and Managers																			
First/Mid-Level Officials and Managers																			
Professionals																			
Technicians																			
Sales Workers																			
Administrative Support Workers																			
Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
TOTAL																			

PREPARED BY (Signature): _____

DATE: _____

NAME AND TITLE OF PREPARER: _____
 (print or type)

TELEPHONE/EMAIL: _____

EEO 100 STAFFING PLAN INSTRUCTIONS

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

Instructions for Completing:

1. Enter the RFP number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Bidder'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 Designated Contact(s) for the solicitation if you have any questions.
6. Enter the name, title, phone number and/or 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.

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 which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

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

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

PROOF OF COVERAGE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or

- **CE-200**– Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

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

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

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

New York State Education Department

Assurances and Certifications for Federal Program Funds

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.

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of any offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
- (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 applicant 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 applicant certifies that it and its principals:

- (a) Upon approval of their application, 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 applicant 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.

As the chief school officer of the applicant, by signing the Application Cover Page, I certify that:

- (1) the applicant 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 applicant will comply with the requirements of 20 U.S.C. § 7908 on military recruiter access;
- (3) the applicant will comply with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;
- (4) the applicant 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 applicant 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 applicant 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)

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New

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

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

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

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

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

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

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

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

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active

efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

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

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

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

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

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

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

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

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

(October 2019)

Appendix A-1 G

General

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

Terminations

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

Responsibility Provisions

A. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present

evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility)

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

C. Termination (for Non-Responsibility)

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

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.

- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Rev. 5/12/14

Evaluation Rubric
2020 – 2023 New York State Integration Project – Professional Learning Community
(NYSIP-PLC) Grant, Phase III

Needs Assessment Average (5 points)

Proposal Narrative Average (5 points)

Commitment Narrative Average (5 points)

Strategy Design Average (35 points)

Implementation and Management Plan Average (20 points)

Budget and Sustainability Narrative Average (30 points)

Note: The cover page, checklist, GPD/MOU, and M/WBE are not evaluated/scored.

Scoring Guidelines

Very Good: Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed set of activities to promote and monitor integration in the district in a manner that both changes the composition of schools and/or classrooms and incorporates culturally responsive-sustaining education and/or practices.

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: Questionable and/or non-specific. Information about approach and strategies is limited. Lacks focus and detail.

Poor: Barely addresses criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.

Missing: Does not address the criteria, simply re-states the criteria, or is literally missing.

Needs Assessment (5 points)					
	Very Good	Good	Fair	Poor	Missing
Uses evidence to describe the scope of segregation in the district	1.5	1.125	.75	.375	0
Presents a plausible explanation for the existence of segregation in the district	1.5	1.125	.75	.375	0
Describes the impact of segregation on academic and social/behavioral outcomes for students	2	1.5	1	.5	0

Reviewer 1 Comments

Reviewer 2 Comments

Reviewer 3 Comments (if needed)

Reviewer 1	Reviewer 2	Reviewer 3	Final Score
Overall Comments			

Proposal Narrative (5 points)					
	Very Good	Good	Fair	Poor	Missing
Presents a clear and compelling summary of the strategy it plans to use to promote integration	1	.75	.5	.25	0
Describes a strategy with activities aimed at changing the composition of schools and classrooms	1	.75	.5	.25	0
Describes a strategy with activities aimed at changing the type and quality of interactions students have with each other, teachers, and other school community members through the use of practices aligned to the New York State Education Department's Framework for culturally responsive-sustaining practices	1	.75	.5	.25	0
Explains what changes the district has made to its proposed strategy based on its participation in Phase I and Phase II of the NYSIP-PLC grant	2	1.5	1	.5	0

Reviewer 1 Comments
Reviewer 2 Comments
Reviewer 3 Comments (if needed)

Reviewer 1	Reviewer 2	Reviewer 3	Final Score
Overall Comments			

Commitment Narrative (5 points)					
	Very Good	Good	Fair	Poor	Missing
Presents a clear and compelling description of the district's commitment to integration	1.5	1.125	.75	.375	0
Describes routines for continuous learning and improvement, including routines for problem-solving and data reporting	1.5	1.125	.75	.375	0
Summarizes a strategy for meaningful and authentic stakeholder engagement that includes opportunities for stakeholders to learn about the strategy, provide feedback, review data, and support the design and/or implementation of the strategy	2	1.5	1	.5	0

Reviewer 1 Comments

Reviewer 2 Comments

Reviewer 3 Comments (if needed)

Reviewer 1	Reviewer 2	Reviewer 3	Final Score
Overall Comments			

Strategy Design (35 points)					
	Very Good	Good	Fair	Poor	Missing
Is built on a Theory of Action (TOA) that is likely to address segregation as it appears in the district and to motivate stakeholders to support the design and implementation of the strategy	4	3	2	1	0
Has a TOA that is clear and aligned	4	3	2	1	0
Has a TOA that is feasible within 3-5 years	4	3	2	1	0
Has a Strategic Plan clearly aligned to the TOA	4	3	2	1	0
Includes a Strategic Plan that presents a clear and complete system for promoting integration in the district by stating the inputs and actions needed to execute the TOA along with the anticipated outcomes and impacts	4	3	2	1	0
Has a Measurement Framework that lists indicators, tools, and targets aligned to the actions and outcomes listed in the Strategic Plan	4	3	2	1	0
Includes indicators that will likely yield formative and summative information about the design, implementation, and impact of the TOA in a way that will guide continued implementation of the strategy	4	3	2	1	0
Names targets that are specific, measurable, attainable, relevant, and time-bound and based on historical or peer evidence	4	3	2	1	0
Lists tools that allow for the efficient and feasible collection and analysis of data	3	2.25	1.5	.75	0

Reviewer 1 Comments
Reviewer 2 Comments
Reviewer 3 Comments (if needed)

Reviewer 1	Reviewer 2	Reviewer 3	Final Score
Overall Comments			

Implementation and Management Plan (20 points)					
	Very Good	Good	Fair	Poor	Missing
Has an Implementation Plan that names comprehensive set of actions needed to execute the TOA, which is aligned to the actions stated in the Strategic Plan and Measurement Framework	3	2.25	1.5	.75	0
Breaks actions down into a comprehensive set of sub-actions that span research, design, implementation, and reflection	3	2.25	1.5	.75	0
Lists actions and sub-actions to be completed in Year 1 that are logically sequenced and have feasible deadlines	3	2.25	1.5	.75	0
Includes activities related to continuous learning and improvement	3	2.25	1.5	.75	0
Includes activities related to stakeholder engagement	3	2.25	1.5	.75	0
Names at least one person responsible for overseeing the administration of the grant and structure or routines for informing other key stakeholders	2	1.5	1	.5	0
Has a management team with the knowledge, skills, and authority needed to execute the Strategy and has members with diverse roles, experiences, and viewpoints	3	2.25	1.5	.75	0

Reviewer 1 Comments
Reviewer 2 Comments
Reviewer 3 Comments (if needed)

Reviewer 1	Reviewer 2	Reviewer 3	Final Score
Overall Comments			

Budget and Sustainability Narrative (30 points)					
	Very Good	Good	Fair	Poor	Missing
The Budget Summary Chart, Budget Narrative and Sustainability Plan, and FS-10 are all aligned with one another and directly connected to the Strategy Design and Implementation and Management Plan.	6	4.5	3	1.5	0
Expenditures are appropriate, reasonable, and necessary to support the grant activities and goals through Years 1-3.	6	4.5	3	1.5	0
The budget is commensurate to the size and need of the particular district and integration plan.	4	3	2	1	0
Expenditures and activities are supplemental to, and do not supplant or duplicate, services currently provided.	4	3	2	1	0
A Sustainability Plan outlines how the grant activities and goals will change in Years 2 and 3 and beyond the 3-year grant period.	6	4.5	3	1.5	0
A Sustainability Plan identifies the costs and funding sources of sustaining implementation of the grant activities and goals after Year 3.	4	3	2	1	0

Reviewer 1 Comments
Reviewer 2 Comments
Reviewer 3 Comments (if needed)

Reviewer 1	Reviewer 2	Reviewer 3	Final Score
Overall Comments			