

New York State Education Department
Office of Bilingual Education and World Languages

**2016-2021 Bilingual Education Program
Announcement of Funding Opportunity
GC#16-011**

<p>Purpose of Grant</p>	<p>The New York State Education Department (NYSED), Office of Bilingual Education and World Languages (OBEWL), is seeking applications from Public School Districts for a Bilingual Education Program (transitional bilingual and one-way and two-way dual language) that provides English Language Learners (ELLs) with home language instruction as well as English/English as a New Language instruction. Bilingual Education Programs seek to offer students the opportunity to become bilingual, biliterate, and bicultural while improving their academic ability. Students learn to speak, read, and write in two languages, and also learn about other cultures while developing strong self-esteem and diverse language skills. The primary purpose of this grant program is to develop academic excellence and bilingual proficiency for ELLs, and depending on the model, English Proficient (EP) students, and to promote new Bilingual Education programs in school districts across the State.</p>
<p>Eligible Applicants</p>	<ul style="list-style-type: none"> • Public school districts in New York State may apply to open a Bilingual Education Program in a school that is NOT currently operating a Bilingual Education Program with Federal, State, or Local funds. • In New York City, the eligible applicants are Community School Districts within NYCDOE. They may apply to open a Bilingual Education Program in a school that is NOT currently operating Bilingual Education Programs with Federal, State, or Local funds. <p>Districts that <i>are</i> currently operating Bilingual Education Programs with Federal, State, or Local funds <i>are</i> eligible to apply, provided that they open a Bilingual Education program in a school that does <i>not</i> currently have a program.</p>
<p>Funding & Project Period</p>	<p>Source: NYS Budget Estimated Funds Available: \$1.5 million Anticipated Project period: 10/1/16 through 6/30/21. It is expected that \$300,000 will be available each year subject to continued funding by the NYS Budget. The annual maximum grant amount per applicant/awardee is \$50,000.</p>

Questions and Answers	All questions must be submitted by E-Mail to BilingualProgramRFP@nysed.gov by close of business on April 13, 2016 A complete list of all Questions and Answers will be posted to http://www.p12.nysed.gov/funding/currentapps.html no later than April 27, 2016.
Application Deadline and Submission Information	Submit one (1) original and three (3) copies of the application, and a copy saved on a disc, postmarked by May 11, 2016 to: New York State Education Department Grants Management , EBA 464 89 Washington Ave. Albany, NY 12234 Attn: Bilingual Grant

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. Portion 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, NY12234.

NYSED's Reservation of Rights

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

Application Guidance

Program Purpose and Overview

Transitional Bilingual Education programs offer English Language Learner students of the same primary or home language the opportunity to learn to speak, understand, read, and write in English while continuing to learn content areas such as science and math in their primary or home language. The students' primary or home language is used to help them progress academically in all content areas while they acquire English.

In a two way dual language model, ELLs are integrated with English proficient (EP) students in an instructional program that uses two languages for instruction, one of which is English, with the goal of academic excellence and bilingual proficiency (in English and the new language) for both groups of students. The teacher or teachers provide instruction in both languages, which affords students from two different home languages, the opportunity to be bilingual or even multilingual and multicultural. In the one-way dual language program model, students who come from the same primary or home language and or background have the opportunity to be bilingual or multilingual. The teacher or teachers provide instruction in both English and the primary or home language simultaneously. The programs' curriculum and instruction must be aligned with New York State's Learning Standards. The core areas must be implemented for both English Language Learners and English proficient students in a bilingual modality consistent with the *Seven Essential Elements for Effective Programs for ELL students* and the Blueprint for ELL Success (For more information, please see: <http://www.p12.nysed.gov/biling/resource/CH01.PDF>). The programs must be in compliance with CR Part 154 and Title III Part A of ESEA. (For more information, please see: <http://www.p12.nysed.gov/biling/>).

The objectives of the Bilingual Education Program are to ensure that the student participants:

- Develop high levels of proficiency in their first language and new language.
- Meet New York State Common Core learning standards and perform at or above grade level in academic areas.
- Meet the requirements on State assessments in core subjects and ELA, and pass the Regents tests required for graduation.
- Expand and strengthen communication and relationships among communities of different social, cultural, ethnic, religious, and linguistic backgrounds.

Bilingual Education Programs must include the following three elements:

1. Instructional Program

As per CR Part 154-2.2(b) and CR Part 154-2.3(h)(3)

- (b) Bilingual Education program shall mean a research-based program comprised of three components: (1) a language arts instruction component, including Home Language Arts and English Language Arts; (2) an English as a New Language component; and (3) a bilingual content area instructional component (including all bilingual content areas, i.e. math, science, and social studies, depending on the Bilingual Education program model and the student's level of English language development, but must at a minimum include at least two bilingual core content areas, i.e. math, science, and social studies).
[Ref. CR 154-2.2(b); CR 154-2.3(h)(3)]
- EP Student's Instructional Activities (Dual Language two way)
 - English language arts instruction
 - New language instruction
 - Content area instruction through English and the New language

2. Parent Involvement Element

- Integrated activities in English and the new language for parents of ELLs and in a dual language two way program for both ELL and EP students in order for them to become active partners in their children's education.
- Clear communication with parents about school policies, the higher learning standards, classroom practices, and their children's educational progress through different medium, at different settings and occasions, and in English and the home language.
- Activities to increase communication, interaction, and understanding among participating parents who come from different social, cultural, ethnic, religious, and linguistic backgrounds.

3. Staff Development Component

- On-going high-quality professional development for participating teachers, principals, and the school/district administrators, pursuant to CR Part 154-2.3(k) to:
 - Understand and implement New York State's Common Core Learning Standards and assessment measures.
 - Practice effective and research-based instructional strategies in two languages that help ELL/EP students meet

the higher learning standards and succeed on state assessments.

This grant program is designed to promote **new** Bilingual programs in schools and districts **across the State of New York**. Districts that *are or are not* currently operating Bilingual Education Programs with Federal, State, or Local funds are eligible to apply to open a Bilingual Education program in a school that does *not* currently have a program.

Applicants may apply for up to \$50,000 per year, including the initial project period of October 1, 2017- June 30, 2017. Funding requests for years 2-5 may not exceed the year 1 request. Activities must include instruction, staff development, parent involvement activities, purchasing materials and curriculum development. Funds should be used to develop resources for sustainability (or continuation) of the program beyond the grant award period.

Applications for programs in all language groups and grade levels are encouraged.

Other Requirements

English proficient (EP) students may not exceed 50% of the participating students. EP students must be proficient in English upon enrollment in the program. It is expected that in each succeeding year, the students in the program will receive increased and more advanced instruction in the new language as well as content area classes through the new language.

Participating ELL students must be provided the amount of English language instruction that is specified in CR Part 154, Section 154.2(f) and (g) <http://www.p12.nysed.gov/biling/bilinged/CRPart154.html>. The New York State Common Core Learning Standards for English Language Arts and the Performance Indicators for English as a New Language (or Bilingual Progressions) must be followed for the first and new language development. The program, curriculum, instruction, and assessments must be aligned with the New York State Common Core Learning standards in the core subjects.

Allowable Expenses

- Professional and non-professional salaries;
- Employee benefits;
- Supplies, materials, and printing directly related to the project;
- Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>
- Indirect cost (sum of modified direct cost base of the grant x the applicant agency's indirect cost rate).

Non-Allowable Expenses

- Minor remodeling
- Building or space within a building purchased or rented to house children
- Paraprofessionals (Teacher Aides)
- Any contracts other than those for staff development consultants or evaluation
- Furniture purchases
- Clerical supplies
- Costs for attending statewide conferences (e.g., NYSABE, NYSTESOL, Dual Language, etc.) that exceed \$1,000 per staff person
- Costs for attending out-of-state conferences (e.g., NABE, TESOL, Dual Language, etc.) that exceed \$2,000 per staff person.
- Evaluation contracts that exceed \$5,000. Contracts must include the person(s) providing the service(s), the activities and services to be provided, and the person day(s) responsible for the delivery of services

Staffing Qualifications and Responsibilities:

The staff will be the responsibility of the organization that is the grant recipient. Staff should have expertise in the education of English Language Learners. They should also understand Common Core Standards, NY Progressions, the Blueprint for ELL Success, and new language acquisition. All staff should be knowledgeable about the State and federal laws and regulations affecting English Language Learners.

REPORTING & EVALUATION REQUIREMENTS

A. Work Plan

The Bilingual Education programs will be required to submit an annual work plan. The work plan for year one will be submitted in the application and subsequent work plans will be due on the last day of May prior to the beginning of each contract year.

The work plan will outline how the grantee will accomplish its goals and objectives. The proposed goals and objectives must be aligned with CR Part 154, the State's strategies for raising standards and the NCLB Title III Part A (<http://www.p12.nysed.gov/biling/>).

The annual work plan must include:

- The project goals to which resources and activities will be directed;
- The year one work plan must cover the period from October 1, 2016 to June 30, 2017 and include specific measurable and quantifiable objectives for the first year's goals, and broad objectives for the following years; and
- A timeline for the beginning and completion of each activity.

The year one work plan must be included as part of the application and specify services to be provided.

B. Annual Evaluation Report

Grantees must submit an annual evaluation report at the end of each grant period but no later than 30 days after the end of the project year in a form and manner specified by SED. The evaluation report should demonstrate that substantial progress has been made toward meeting the project goals and the program performance indicators. The annual evaluation reports should describe the status of program implementation, and operate in compliance with any reporting requirements, as may be required by NYSED. Additional information about the annual evaluation report will be made available to grantees by SED after grant awards are made.

The first annual evaluation report will be due July 30, 2017. The last annual evaluation report will be due July 30, 2021. NYSED reserves the right to require additional information.

The grantee will be responsible for timely and accurate submission of all required reports. Payments to the applicants will be based upon successful completion of all required reports and deliverables as outlined in the application.

Application Submission Instructions

A complete application includes all items on the Application Checklist in the order listed on the checklist.

Method of Award

Each eligible proposal will be reviewed by three reviewers. Each reviewer will score the proposal according to the indicated point criteria in the Proposal Narrative and the Budget using the Proposal Evaluation Rubric. The scores of the three reviewers will be averaged to arrive at the final score for each application.

Proposals that receive a final average score of 60 or more will be considered for funding. Proposals will be ranked by score from highest to lowest. Awards will be made to the 6 highest ranking fundable applicants.

In the event of a tie score, the application proposal with the higher score on Program Design, as described in the Program Narrative will be ranked higher.

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](http://www.oms.nysed.gov/cafe/guidance/), <http://www.oms.nysed.gov/cafe/guidance/>.

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

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

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

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

M/WBE participation includes services, materials, or supplies purchased from minority and women-owned firms certified with the NYS Division of Minority and Women Business Development. Not-for-profit agencies are not eligible for this certification. For additional information and a listing of currently certified M/WBEs, see <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>

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. Discretionary non-personal service budget is defined as total budget, excluding the sum of funds budgeted for:

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

For multi-year grants, applicants should use the total budget for the full multi-year term of the grants in the above calculation. The M/WBE Goal Calculation Worksheet is provided for use in calculating the dollar amount of the M/WBE goal for this grant application.

M/WBE participation does not need to be the same for each year of a multi-year grant.

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 (see <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>); and the solicitation of minority and women-oriented trade and labor organizations. Good faith efforts include actions such as setting up meetings or announcements to make M/WBEs aware of supplier and subcontracting opportunities, identifying logical areas of the grant project that could be subcontracted to M/WBE firms, and utilizing all current lists of M/WBEs who are available for and may be interested in subcontracting or supplying goods for the project.

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

REQUEST FOR WAIVER

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

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

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

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

Debriefing Procedures

All unsuccessful applicants may request a debriefing within five (5) business days of receiving notice of non-award from NYSED. Bidders may request a debriefing letter on the selection process regarding this RFP by submitting a written request to:

NYS Education Department
Contract Administration Unit
Attn: Nell Brady, RFP#GC16-011
89 Washington Avenue
Room 501W EB
Albany, NY 12234

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

Contract Award Protest Procedures

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing letter. The protest letter must be filed with:

NYS Education Department
Contract Administration Unit
Attn: Nell Brady, RFP#GC16-011
89 Washington Avenue
Room 501W EB
Albany, NY 12234

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

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

**New York State Education Department
2016-2021 Bilingual Education Program**

Application Cover Page

Agency Code

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Name of District:	Contact Person:
Address:	Title:
City:	Telephone:
Zip Code:	Fax:
E-Mail:	
<p>I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, Appendix A-1G and that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the New York State 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>	
Signature of Superintendent (in blue ink)	Date:
Typed Name of Superintendent:	

Application Checklist

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

Required Documents	Checked-Applicant	Checked –SED	
Application Cover Page with Original Signature of Chief Administrative Officer District	<input type="checkbox"/>	<input type="checkbox"/>	
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>	
Proposal Narrative	<input type="checkbox"/>	<input type="checkbox"/>	
Attachment A Student/School Data Report	<input type="checkbox"/>	<input type="checkbox"/>	
Attachment B List of Teachers	<input type="checkbox"/>	<input type="checkbox"/>	
FS-10 Budget (signature required) Form http://www.oms.nysed.gov/cafe	<input type="checkbox"/>	<input type="checkbox"/>	
Attachment C Multi Year Budget Summary	<input type="checkbox"/>	<input type="checkbox"/>	
Year 1 Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>	
M/WBE Documents Package (original signatures required)			
<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
M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 100 Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 102 Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N/A
EEO 100 Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>
SED Comments:			
Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SED Reviewer: _____ Date: _____			

Proposal Narrative (80 points)

Provide a comprehensive description of the proposed project. Be clear, precise and adhere to the following format. The narrative will be reviewed in accordance with the following points and according to the Scoring Rubric. The proposal narrative should not exceed ten (10) typed pages in a 12-point font.

Contextual Overview (10 points):

1. Introduction:

- Provide a brief description of the district and the unique factors that make it a potential site for a Bilingual Education Program. Indicate why the district wishes to institute a Bilingual Education Program. Include a brief description of the current educational programs provided to ELL students, including current parental involvement and staff development activities.

2. Evidence of Support for the Program:

- Provide evidence that demonstrates support for a Bilingual Education Program by the EP and ELL community.
- Describe how administrators, educators, parents, students, members of the community, community organizations, and policy makers will be involved and how resources will be used to implement the Bilingual Education Program.

3. Evidence of Need:

- Provide measurable and quantifiable evidence that demonstrates the need for the program for ELL and EP students.

Program Design (60 points):

4. Research Based Program Design:

- Describe the Bilingual education program design selected to be implemented, including the research evidence to support the design selected.
- Describe how the first and new languages will be developed for the ELLs, and for ELLs and EP students in a two way dual language program.
- Describe how the first and new languages will be utilized for instruction across subjects and grade levels for the duration of the program.

5. Program Overview:

- List the school(s), grade level(s), and the language(s) to be involved in the program using the Student/School Data Report form (Attachment A).
- List the proposed teachers and teacher assistants by area of certification and language qualification on the List of Teachers form (Attachment B).
- Describe the criteria for inviting and selecting students to participate in the program. Describe how parents will be notified about the program, and which languages will be used for notification.

6. Instructional Program Component:

- Provide annual measurable objectives for each year of the proposed Bilingual Education Program, including those in the core subjects and in English Language Arts and the home language.
- For each objective, please indicate the activities, their timeframe, language(s), grade(s), performance standards, expected performance level(s) and method(s) and instrument(s) used for assessment. The program must be in compliance with all State accountability requirements.
- Describe how instructional technology will be integrated in the program.

7. Parental Involvement Component:

- Provide annual measurable objectives for each year of the proposed Bilingual Education Program for parent involvement.
- For each objective, please indicate the activities, their timeframe, language(s), grade(s), performance standards, expected performance level(s) and method(s) and instrument(s) used for assessment. The objectives must address the parent involvement requirements under CR Part 154.

8. Staff Development Component:

- Provide annual measurable objectives for each year of the proposed Bilingual Education Program for ongoing staff development activities.
- For each objective, please indicate the activities, their timeframe, the staff involved, language(s), performance standards, expected performance level(s) and method(s) and instrument(s) used for assessment.

9. Program Coordination and Management:

- Identify the staff responsible for the management of the program, including their responsibilities and qualifications (certification). Project staff should possess expertise in bilingual/ESL education, proficiency in English and

the target language other than English, and know the history and culture of the ELL students in the program.

10. Program Evaluation:

- Describe how the instructional, parent involvement and staff development components of the Bilingual Education program will be evaluated.
- Provide a timeline for evaluation activities, and include the person(s) responsible for the evaluation activities.

11. Sustainability:

- Describe how the district plans to maintain the program after this grant period ends.

Year 1 Work Plan (10 points)

- The work plan will outline how the grantee will accomplish its goals and objectives. The proposed goals and objectives must be aligned with CR Part 154, the State's strategies for raising standards and the NCLB Title III Part A (<http://www.p12.nysed.gov/biling/>). The Year 1 work plan must cover the period from October 1, 2016 to June 30, 2017, and must include:
 - The project goals to which resources and activities will be directed;
 - Specific measurable and quantifiable objectives for the first year's goals, and broad objectives for the following years; and
 - A timeline for the beginning and completion of each activity.

Budget (20 Points)

Applicants will submit

- an FS-10 Form for Year 1 of the project
- A Multi-Year Budget Summary (Attachment C)
- A Budget Narrative

Applicants must submit a complete FS-10 budget with this application, for the initial project period of October 1, 2016 through June 30, 2017, and a multi-year budget summary (see attachment C for the budget summary form). The budget materials will be reviewed and scored with the application.

Applicants must submit a Budget Narrative for the first year of the program that includes a complete description of how the grantee will use the funding allocation to support a Bilingual Education program that integrates ELLs, and in a two way bilingual program integrates ELLs with English proficient (EP) students in an instructional program that uses two languages for instruction. The narrative must demonstrate that the proposed expenditures are appropriate, reasonable and necessary to support the project activities and goals

The Budget Narrative must describe any in-kind services that will be provided by the applicant. Any fiscal reports must identify the source and application of these additional funds.

The Budget Narrative must provide a breakdown of all staffing, including title, full or part-time status, certification, and the costs associated with staff salary and benefits.

The funds for this grant program are provided through State sources. Budgeted costs must be in compliance with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the following URL: <http://www.oms.nysed.gov/cafe>. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the Fiscal Guidelines for Federal and State Aided Grants at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.

The budget should be reasonable and appropriate to cover program expenses. SED staff will eliminate any unallowable or unreasonable items in the budget. Grantees will not be allowed to substitute new items for those that have been eliminated.

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

Budgets must be submitted using whole dollar amounts only.

M/WBE Documents

M/WBE Goal Calculation Worksheet

(This form should reflect Multi-Year Budget Summary Totals)

RFP # and Title: _____

Applicant Name: _____

The M/WBE participation for this grant is 30% of each applicant's total discretionary non-personal service budget over the entire term of the grant. Discretionary non-personal service budget is defined as the total budget, excluding the sum of funds budgeted for direct personal services (i.e., professional and support staff salaries) 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 & Woman-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/applicants submitting responses to this procurement/project must complete this M/WBE Utilization Plan unless requesting a total waiver and submit it as part of their proposal/application. The plan must contain detailed description of the services to be provided by each Minority and/or Women-Owned Business Enterprise (M/WBE) identified by the bidder/applicant.

Bidder/Applicant's Name _____ Telephone/Email: _____/_____

Address _____ Federal ID No.: _____

City, State, Zip _____ RFP No.: _____

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

PREPARED BY (Signature) _____ DATE _____

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

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

TELEPHONE/E-MAIL _____

DATE _____

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

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

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

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

Address: _____ Phone No.: _____

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

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

Date: _____

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

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

Address: _____ Phone No.: _____

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

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

DESIGNATION: MBE Subcontractor WBE Subcontractor MBE Supplier WBE Supplier

PART C - CERTIFICATION STATUS (CHECK ONE):

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

The undersigned 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/APPLICANT CONDITIONED UPON THE BIDDER/APPLICANT'S EXECUTION OF A CONTRACT WITH THE NYS EDUCATION DEPARTMENT.

The estimated dollar amount of the agreement \$ _____

Signature of Authorized Representative of M/WBE Firm

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 woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;

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

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

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

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

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

Submit additional pages as needed.

Authorized Representative Signature

Date

REQUEST FOR WAIVER FORM

BIDDER/APPLICANT NAME:

TELEPHONE:

ADDRESS:

EMAIL:

FEDERAL ID NO.:

CITY, STATE, ZIPCODE:

RFP#/PROJECT NO.:

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

BIDDER/APPLICANT IS REQUESTING (check all that apply):

1. **MBE Waiver** - A waiver of the MBE goal for this procurement is requested.

3. **WBE Waiver** - A waiver of the WBE goal for this procurement is requested.

2. **Total**

Partial _____%

4. **Total**

Partial _____%

5. Waiver Pending ESD Certification

(check here if subcontractor or supplier is not certified M/WBE, but an application for certification has been filed with Empire State Development)

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.

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

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 Page 2)

Applicant Name: _____

Telephone: _____

Address: _____

Federal ID No.: _____

City, State, ZIP: _____

Project No: _____

Report includes:

Work force to be utilized on this contract OR

Applicant's total work force

Enter the total number of 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: _____

TELEPHONE/EMAIL: _____

STAFFING PLAN INSTRUCTIONS

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

Instructions for Completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

EEO 100

Appendix A
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs

of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily

authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business

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

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
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROcity AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the

provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE

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

24. PROCUREMENT LOBBYING.

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

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

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

26. IRAN DIVESTMENT ACT.

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-

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

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

(January 2014)

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.

Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before SED may approve a request for Assignment of Contract

During the term of the Contract, should SED receive information that a person is in violation of the above-referenced certification, SED will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then SED shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SED reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Rev. 6/4/13

List of Teachers Attachment B
(Duplicate as Needed)

School District: _____

School Building Name	Number of Certified Teachers		Number of Teacher Assistants		Total
	Bilingual	ESL	Bilingual	ESL	
Total					

* Do NOT include uncertified/temporary licensed or inappropriately certified to teach bilingual education or ESL as appropriate.

Attachment C

Multi-Year Budget Summary for the Use of GRANT FUNDS ONLY

Project Period: 7/1/16-6/30/21

SUBTOTAL (FS-10 Code)	PROGRAM COSTS YEAR 1* 10/1/16– 6/30/17	PROGRAM COSTS YEAR 2 7/1/17 – 6/30/18	PROGRAM COSTS YEAR 3 7/1/18 – 6/30/19	PROGRAM COSTS YEAR 3 7/1/19 – 6/30/20	PROGRAM COSTS YEAR 3 7/1/20 – 6/30/21	TOTAL
Professional Salaries -15						
Support Staff Salaries - 16						
Purchased Services-40						
Supplies and Materials - 45						
Travel Expenses -46						
Employee Benefits - 80						
Indirect Cost - 90						
BOCES Services - 49						
Grant Total						

*Year 1 figures should directly correspond with the totals in each category found on the FS-10.

New York State Education Department
P-12: Office of Special Education Program Development and Support Services
Rating Form: GC # 16-011

Bilingual Education Program

Rater Information		
Rater's Name:	Office:	Final Score
Rater's Signature:	Office Phone:	

Applicant Information
Applicant Name:

Rating Guidelines:

- Excellent:* Specific and comprehensive. Contains complete, detailed, and clearly articulated information as to how deliverables in the RFP will be met.
- Good:* General, but sufficient detail. Provides adequate information as to how the deliverables in the RFP will be met, but some areas are not fully explained and/or questions remain. May contain minor inconsistencies or weaknesses.
- Fair:* Limited information is provided about approach and strategies. Lacks focus and detail.
- Poor:* Does not fully comply with the deliverables in the RFP. Fails to provide requested information, provides inaccurate information, or provides information requiring substantial clarification.
- N/A* Response not provided.

Proposal Narrative: Total 80 points

Contextual Overview: Total 10 points

	Excellent	Good	Fair	Poor	N/A	Points Awarded
Introduction: A description of the district and the unique factors that make it a potential site for a BE program was given, including why the district wishes to institute a BE program and a description of the current educational programs provided to ELLs including current parental involvement and staff development activities.	4	3	2	1	0	
Evidence of Support for the Program: Evidence is provided that demonstrates support for a BE program by the EP and ELL community. A description of how administrators, educators, parents, students, members of the community, community organizations and policy makers will be involved, and how resources will be used to implement the BE program was included.	4	3	2	1	0	
Evidence of Need: Measureable and quantifiable evidence is provided that demonstrates the need for the program for ELL and EP students.	2	2	1	0	0	
Score: (_____) out of 10						

Comments / Score Justification (Comments must specifically justify each score given for each component within this section, not just the overall score for the section):

Program Design: Total 60 points

The applicant profile should provide information on the relevant work experiences of the vendor.

	Excellent	Good	Fair	Poor	N/A	Points Awarded
Research Based Program Design:						
The Bilingual education program design selected to be implemented, including the research evidence to support the design selected was	4	3	2	1	0	

clearly described.						
How the first and new languages will be developed for the ELLs, and for ELLs and EP students in a two way dual language program was clearly described.	4	3	2	1	0	
How the first and new languages will be utilized for instruction across subjects and grade levels for the duration of the program was clearly described.	4	3	2	1	0	
Program Overview:						
Attachment A, including the school(s), grade level(s), and the language(s) to be involved in the program using the Student/School Data Report form was completed.	4	3	2	1	0	
Attachment B, the proposed teachers and teacher assistants by area of certification on the List of Teachers form was completed.	4	3	2	1	0	
The criteria for inviting and selecting students to participate in the program were clearly described. How parents will be notified about the program, and which languages will be used for notification was also clearly described.	4	3	2	1	0	
Instructional Program Component:						
The vendor provided annual measurable objectives for each year of the proposed Bilingual Education Program, including those in the core subjects and in English Language Arts and the home language.	4	3	2	1	0	
The vendor indicated the activities, their timeframe, language(s), grade(s), performance standards, expected performance level(s) and method(s) and instrument(s) used for assessment for each objective. The program is in compliance with all State accountability requirements.	4	3	2	1	0	
How instructional technology will be integrated in the program was described.	4	3	2	1	0	
Parental Involvement Component:						
The vendor clearly described the Integrated activities in English and the new language for parents of ELLs in a TBE program, and in a dual language two way program for both ELL and EP students, in order for them to become active partners in their children's education.	4	3	2	1	0	
Staff Development Component:						
The vendor clearly described the on-going high-quality professional development that will be offered for participating teachers, principals, and the school/district administrators, pursuant to CR Part 154-2.3(k). This professional development will help participants to understand and implement New York State's Common Core Learning Standards and assessment measures and	4	3	2	1	0	

practice effective and research-based instructional strategies in two languages that help ELL/EP students meet the higher learning standards and succeed on state assessments.						
Program Coordination and Management:						
The vendor identified the staff responsible for the management of the program, including their responsibilities and qualifications (certification). Project staff should possess expertise in bilingual/ESL education, proficiency in English and the target language other than English, and know the history and culture of the ELL students in the program.	4	3	2	1	0	
Program Evaluation:						
The vendor clearly described how the instructional, parent involvement and staff development components of the Bilingual Education program will be evaluated.	4	3	2	1	0	
The vendor included a detailed timeline for evaluation activities, and indicated the person(s) responsible for conducting the evaluation.	4	3	2	1	0	
Sustainability:						
The vendor clearly described how the district plans to maintain the program after this grant period ends.	4	3	2	1	0	
	Score: (_____) out of 60					

Comments / Score Justification (Comments must specifically justify each score given for each component within this section, not just the overall score for the section):

Work Plan: Total 10 points

	Excellent	Good	Fair	Poor	N/A	Points Awarded
Year 1 Work Plan:						
The project goals to which resources and activities will be directed was clearly described, and are aligned with CR Part 154, the State's strategies for raising standards and the NCLB Title III Part A.	5-4	3	2	1	0	
Specific measurable and quantifiable objectives for the first year's goals, and broad objectives for	5-4	3	2	1	0	

the following years were clearly described. A timeline for the beginning and completion of each activity was included.						
	Score: (_____) out of 10					

Comments / Score Justification (Comments must specifically justify each score given for each component within this section, not just the overall score for the section):

Budget: Total 20 points

	Excellent	Good	Fair	Poor	N/A	Points Awarded
Budget Forms and Narrative						
Includes all proposed expenditures and indicates the basis of calculation for each cost during the project period.	5-4	3	2	1	0	
Illustrates how the proposed expenditures align with the proposal's initiatives and goals.	5-4	3	2	1	0	
There are no errors and the expenditures are consistent across the budget narrative and the FS-10	5-4	3	2	1	0	
Illustrates all proposed expenditures do not supplant or duplicate positions and/or activities already funded through other sources.	5-4	3	2	1	0	

	Score: (_____) out of 20					
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Comments / Score Justification (Comments must specifically justify each score given for each component within this section, not just the overall score for the section):

Summary of Technical Points

Applicant Name: _____

Reviewer Initials: _____ Review Date: _____

Technical Selection Criteria	Maximum Points	Assigned Points Final Review
1) Contextual Overview	10	
2) Program Design	60	
3) Work Plan	10	
4) Budget	20	
Technical Point Total (Items 1-4)	100	

Be sure to put your Scores on the Front Cover.

Rater Certification

Unless specifically authorized by the New York State Education Department, I will not discuss a proposal or my written comments or scores with anyone else before, during, or after my review. I will not divulge the names of any bidders or the number of proposals I review; and I will not share with anyone else copies of proposals, completed rubrics or any other documents related to the review.

I will not, under any circumstances, contact an applicant to obtain further information or otherwise discuss the application, without prior approval from the New York State Education Department’s Contract Administration Unit.

I certify that this evaluation was conducted independently and the resulting score was in no way influenced by any outside party.

Signature: _____