

Announcement of Funding Opportunity

2023-2028 Migrant Education Tutorial and Support Services (METS) Program

Legislative Authority	Title I, Part C – Education of Migratory Children under the <i>Elementary and Secondary Education Act</i> (ESEA) of 1965, as amended by the <i>Every Student Succeeds Act</i> (ESSA) of 2015
Purpose of Grant	<p>The grant supports eight (8) regional Migrant Education Tutorial and Support Services (METS) program centers across New York State. The goals of the METS are to support the identification and recruitment of migrant-eligible children and youth, agricultural workers, fishers and their families, and to provide them with evidence-based supplemental educational programs and supportive services based on their needs as well as current and emerging data. The METS program centers will implement activities including, but not limited to, strategic tutoring and academic support, mentoring, and academic and/or career counseling, and seek to strengthen family-school-community partnerships, promote parent and family engagement, facilitate social-emotional well-being, foster positive self-identity, and increase students’ access to educational opportunities through promoting advocacy to self-advocacy and identity development, and other supportive services. These efforts serve to ensure that all migratory children and youth have the opportunity to graduate from high school; earn a high school equivalency diploma (HSE); complete career and technical education courses (CTE); or succeed at other alternative educational opportunities in order to be ready for college, careers, and life.</p>
Project Period	<p>The grant contract period will be for five (5) years, anticipated from September 1, 2023 to August 31, 2028.</p> <p>The 2023-24, 2024-25, 2025-26, 2026-27, and 2027-28 five-year contract period is subject to:</p> <ul style="list-style-type: none"> • the availability of funds and level of funding from the U.S. Department of Education (ED) for each year of the contract period; • successful program delivery and implementation by the individual METS program centers in the prior year, based on the requirements of the approved ESSA Consolidated State Plan, the State Service Delivery Plan (SDP) and Theory of Action (ToA); and • the mutual agreement of the New York State Education Department (NYSED or “the Department”) and the individual METS program centers. <p>The New York State Migrant Education Program (NYS-MEP) Service Delivery Plan (SDP) and Theory of Action (ToA) can be viewed at: New York State Migrant Education Program</p>

Eligible Applicants	Local Education Agencies (LEAs) (i.e., school districts that operate local public elementary and secondary schools), Boards of Cooperative Educational Services (BOCES), and Institutions of Higher Education (IHEs)
Amount of Funding	Estimated funds totaling \$8.4M (\$8,400,000) will be available statewide for each year of the five-year grant contract period, 2023-2028, subject to the availability and level of funding from the U.S. Department of Education (ED), successful program delivery and implementation by the individual METS program centers in the previous year and based on the mutual agreement of NYSED and the individual METS program centers.
Application Due Date and Mailing Address	<p>A complete electronic application in Microsoft Word (.docx) or portable document format (.pdf) must be sent to MIGRANTRFP23-28@nysed.gov by no later than 5:00 p.m. Eastern Time on April 19, 2023.</p> <p>Applicant must also submit one (1) original and two (2) copies postmarked by April 19, 2023 to:</p> <p style="padding-left: 40px;">New York State Education Department ATTN: State Migrant Education Program Grant Grants Management 89 Washington Avenue Room 464 EBA Albany, NY 12234</p>
Questions and Answers	<p>All questions must be submitted via email to MIGRANTRFP23-28@nysed.gov by March 22, 2023. A complete list of all Questions and Answers (Q&A) will be posted to NYSED's P-12 Funding Opportunities website no later than April 5, 2023.</p> <p>Please note that all potential applicants may contact the Statewide Identification & Recruitment/MIS2000/MSIX/Data Security and Management-Technical Assistance Support Center (ID&R-TASC) with questions concerning migrant student data as well as migrant programs and services as evidenced in the ESSA Consolidated State Plan and the New York Migrant Education Program (NYS-MEP) Service Delivery Plan. They can be reached via email at MIGRANTRFP23-28@nysed.gov. Both the questions asked, and the responses provided, will be posted in the Q&A based on the timeframe described above.</p>

Pre-qualification Requirement	Proposals received from nonprofit applicants that are not Prequalified in the Grants Gateway by 5:00 PM on the proposal due date of April 19, 2023 cannot be evaluated. Such proposals will be disqualified from further consideration. Please see the “Prequalification Requirement” section for additional information.
Non-Mandatory Notice of Intent (NOI)	The Notice of Intent (NOI) is not a requirement for submitting a complete application by the application date; however, NYSED strongly encourages all prospective applicants to submit an NOI to ensure a timely and thorough review and rating process. A non-profit applicant’s NOI will also help to facilitate timely review of their prequalification materials. The notice of intent is a simple email notice stating your organization’s (use the legal name) intent to submit an application for this grant. Please also include your organization’s NYS Vendor ID. The due date is April 12, 2023 . Please send the NOI to MIGRANTRFP23-28@nysed.gov .
NYSED Designated Contacts	Program: Kin T. Chee Fiscal: Tara Wildove M/WBE: Brian Hackett Email: MIGRANTRFP23-28@nysed.gov

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

2023-2028 Migrant Education Tutorial and Support Services (METS)

Application Guidance

Purpose

As per Section 1301 [20 U.S.C. 6391] of Title I, Part C of the *Elementary and Secondary Education Act* (ESEA) of 1965, as amended by the *Every Student Succeeds Act* (ESSA) of 2015, the purposes of this grant contract are to support the New York State Education Department (NYSED) in the implementation of the Migrant Education Program (MEP) under Title I, Part C – Education of Migratory Children under the *Elementary and Secondary Education Act* (ESEA) of 1965, as amended by the *Every Student Succeeds Act* (ESSA) of 2015. The purposes of the grant contract, based on the requirements of Section 1301 of the ESEA, are to:

1. Support the New York State Migrant Education Program (NYS-MEP) in developing and implementing high-quality and comprehensive educational programs and supportive services during the school year and summer months or intersession periods, based on the approved ESSA Consolidated State Plan, the State Service Delivery Plan (SDP) and Theory of Action (ToA), and that address the complex and unique educational needs of migratory children and youth;
2. Ensure that migratory children and youth who move among the States are not penalized in any manner by disparities among the States in curriculum, graduation requirements, and challenging State academic standards;
3. Ensure that migratory children receive full and appropriate opportunities to meet the same challenging State academic standards that all children are expected to meet;
4. Help migratory children overcome educational disruption, cultural and language barriers, social isolation, various health-related problems, and other factors that inhibit the ability of such children to succeed in school; and
5. Help migratory children benefit from State and local systemic reforms.

Child Eligibility

A child is eligible for the MEP, and thereby eligible to receive MEP educational programs and support services, if the child:

- a. Meets the definition of “migratory child” in section 1309(3) of the ESEA, and is an “eligible child” as the term is used in section 1115(c)(1)(A) of the ESEA and 34 C.F.R. § 200.103; and
- b. Has the basis for the State’s determination that the child is a “migratory child” properly recorded on the national Certificate of Eligibility (COE).

Migratory Child

According to sections 1115(c)(1)(A), a child is a “migratory child” if the following conditions are met:

1. The child is not older than 21 years of age; and
2.
 - a. The child is entitled to a free public education (through grade 12) under State law, or
 - b. The child is not yet at a grade level at which the LEA provides a free public education, and
3. The child made a qualifying move in the preceding 36 months as a migratory agricultural worker or a migratory fisher, or did so with, or to join a parent/guardian or spouse who is a migratory agricultural worker or a migratory fisher; and
4. With regard to the qualifying move identified in paragraph 3, above, the child moved due to economic necessity from one residence to another residence, and—
 - a. From one school district to another; or
 - b. In a State that is comprised of a single school district, has moved from one administrative area to another within such district; or
 - c. Resides in a school district of more than 15,000 square miles and migrates a distance of 20 miles or more to a temporary residence.

Qualifying Move

For purposes of migrant eligibility, under Section 1309(5) of the ESEA, a qualifying move is:

1. made due to economic necessity; and
2. from one residence to another residence; and
3. from one school district to another school district.

A “residence” is a place where one lives and not just visits, for the purpose of the Migrant Education Program (MEP), and that migratory children cannot afford to stay in their current location(s) and make qualifying move(s) due to economic necessity. The MEP is premised on the understanding that migratory children have unique needs in view of their mobility and generally are in low-income families

Overview

Migratory children and youth move to different parts of the country during the school year with their families or on their own, and whether it is a singular or regular occurrence, these moves cause interruptions in their formal education. Due to such mobility, migrant students often have difficulty in accessing high quality, effective instruction in schools, and may suffer from social isolation and lack of a sense of belonging to their schools and communities due to language barriers and cultural differences.

Research has shown that migrant children often function two or more grade levels behind their peers. They are 20% less likely to continue their education past eighth grade and have a 50% chance of graduating from high school. Migratory children are also at a disadvantage because many of them live in poverty and may work with their parents to support their families. They often suffer from health-related issues.

Recognizing these needs, the New York State Education Department (NYSED or “the Department”) established a service delivery model over forty years ago that involves the regional *Migrant Education Tutorial and Support Services* (METS) program centers and, together with their respective program directors, migrant educators, and data specialists, provided educational programs and support services for individuals as well as groups of migrant students and families. Over time, these programs and services have evolved from in-person only to virtual/remote and hybrid activities, events, meetings, trainings, and so on, at home, in schools, or other community settings. These METS, in consultation and coordination with the Department, provided advocacy, coordination with schools and community agencies, and other educational and outreach activities to migrant-eligible children and youth throughout New York State.

Continuing this mission, the next iteration of the Migrant Education Tutorial and Support Services (METS) program centers, as described in this grant contract, will deliver needs- and data-driven, evidence-based supplemental academic programs and support services to all migrant children and their families in New York State, utilizing a comprehensive management system and a holistic approach that addresses each migratory child as a whole person. These migrant students include preschool children, in-school children, in-school adolescents and Out-of-School Youth (OSY), from ages 3-21.

Project Period

The grant contract period will be for **five (5) years**, anticipated from **September 1, 2023 to August 31, 2028**.

The five-year contract period is subject to:

- the availability of funds and level of funding from the U.S. Department of Education (ED) for the period;
- successful program delivery and implementation by the individual METS program centers in the previous year, based on the requirements of the approved ESSA Consolidated State Plan, the State Service Delivery Plan (SDP) and Theory of Action (ToA); and
- the mutual agreement of the New York State Education Department (NYSED or “the Department”) and the individual METS program centers.

The approved ESSA Consolidated State Plan can be viewed at: [ESSA Consolidated State Plan](#). The NYS-MEP Service Delivery Plan (SDP) and Theory of Action (ToA) can be viewed at: [New York State Migrant Education Program](#).

Project Funding

Estimated funds totaling \$8.4M (\$8,400,000) will be available statewide each year of the five-year grant contract period, 2023-2028, subject to the availability of funds and level of funding from the U.S. Department of Education (ED) and successful program delivery and implementation by the individual METS program centers in the previous year.

The annual allocation for each METS program center will be based on two factors:

1. The annual award amount that the New York State Education Department (NYSED or “the Department”) receives from U.S. Department of Education (ED) under Title I, Part C – Education of Migratory Children Program; and
2. The State-approved migrant funding formula.

Please refer to Attachment A for the current funding formula.

Note that the allocation amounts identified below for each METS region (i.e., program, center) are based on current data. Please use the funding levels listed below for the application submission and Year 1 (09/01/2023–08/31/2024) Work Plan, Budget and Budget Narrative.

The actual funding amount for each METS region will be determined annually based on the two criteria listed above, subject to the State Education Department’s (SED) approval.

One award will be made for each METS region (i.e., program, center). An applicant must serve a METS region in its entirety without exceptions.

The counties included in each METS region are:

	METS Region	Year 1 Funding	Counties
1	Northwest	\$903,017	Monroe, Niagara, Ontario, Orleans, Seneca, and Yates
2	Southwest	\$831,956	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Steuben, and Wyoming
3	North-Central	\$1,079,289	Jefferson, Lewis, Oswego, and Wayne
4	South-Central	\$1,065,806	Broome, Cayuga, Chemung, Chenango, Cortland, Delaware, Onondaga, Otsego, Schoharie, Schuyler, Tioga, and Tompkins
5	Northeast	\$1,137,530	Clinton, Essex, Franklin, and Saint Lawrence
6	Eastern	\$991,982	Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Warren, and Washington
7	Southeast	\$1,500,000	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester
8	Long Island-Metro	\$890,419	Nassau, Suffolk, and the five boroughs of New York City (Bronx, Kings, New York, Queens, and Richmond)

* Subject to the availability of funds and level of funding from the U.S. Department of Education (ED) for the period.

Please refer to Attachment B, “New York State Map and METS Regions,” for visual assistance.

Background on METS Regions

The chart below provides approximate numbers of students in the different categories based on recent data. Please note that the data provided are for background information only. Although these categories are consistent with the funding formula, grant applicants should use the amounts indicated under Project Funding above to develop the 2023-2024 Work Plan, Budget and Budget Narrative submitted with their application.

METS Regions	3-Year Average Identified Ages 3-22	Summer Served	Priority for Service (PFS)	Low or Below Grade	English Language Learners (ELLs)	Mobility within 1-year	Preschool 3-5 years of age
Northwest	475	361	106	114	89	438	29
Southwest	460	296	54	104	77	327	25
North-Central	607	498	139	150	139	590	49
South-Central	614	528	118	111	179	487	40
Northeast	632	537	195	272	17	499	104
Eastern	499	407	140	196	215	359	60
Southeast	1055	791	362	526	558	881	152
Long Island-Metro	372	361	135	199	243	267	55

Eligible Applicants

Local Education Agencies (LEAs) (i.e., school districts that operate local public elementary and secondary schools), Boards of Cooperative Educational Services (BOCES), and Institutions of Higher Education (IHEs) are eligible to apply.

Description of Program

To carry out the purpose of this part, the New York State Education Department (NYSED or “the Department) seeks to establish eight (8) regional Migrant Education Tutorial and Support Services (METS) program centers across the State. These METS program centers, in consultation and coordination with the State Education Department (SED), work in partnerships with parents, schools, colleges and universities, community-based organizations, and other relevant stakeholder groups to support the identification and recruitment of migrant-eligible children and youth, agricultural workers, fishers, and their families, and to provide them with needs- and data-driven, evidence-based educational programs and support services. These programs and services include, but are not limited to, strategic tutoring and academic support; strengthening family-school-community partnerships; facilitating social-emotional well-being and fostering positive identity development; encouraging parent and family engagement; and increasing students’ access to educational opportunities through advocacy to self-advocacy and identity development, and other supportive services. The goal is to ensure that all migrant children will graduate from high school ready for college, careers, and life, prepared to pursue the future of their choosing.

Allowable Expenditures

The METS program centers may use grant funds for activities, programs, and services relating to migrant children and youth as well as their families to the extent that:

- specific use of such funds is consistent with the purpose of Title I, Part C and meets federal guidelines for “reasonable and necessary costs” as outlined in the Office of Management and Budget's (OMB) [Uniform Guidance for Grants](#); and
- specific use of such funds is consistent with the service delivery requirements as outlined in the approved ESSA Consolidated State Plan, the State Service Delivery Plan (SDP) and the Theory of Action (ToA) for the New York State Migrant Education Program (NYS-MEP).

Required Activities that Target the Needs of Migratory Children and Families

1. Increase the academic achievement of migrant children by providing needs- and data-driven, evidence-based and effective (best practices) supplemental subject content and language instruction educational programs, demonstrating the effectiveness of the programs in increasing migrant student performance towards meeting State Performance Targets (SPTs) and Measurable Program Outcomes (MPOs) in terms of English proficiency for out-of-school youth (OSY); student academic achievement in the core academic subjects, especially English Language Arts (ELA) and Mathematics for in-school children; and graduation rates for in-school adolescents.
2. Provide high-quality and effective professional development opportunities to migrant educators and data specialists at each METS program centers that are designed to:

- improve the instruction and assessment of migrant children and youth;
- coordinate and provide support services as needed;
- promote parent and family engagement; and
- enhance the ability of migrant educators and data specialists to understand and use data for effective data-driven decision-making.

The METS is required to demonstrate the effectiveness of the professional development in increasing the students' academic achievement and/or English proficiency or substantially increasing the subject matter knowledge and teaching skills of the migrant educators. The professional development shall be sustained (not stand-alone, one-day, or short-term workshops), intensive, collaborative, job-embedded, data-driven, and student- and family-focused, and of sufficient intensity and duration to have a positive and lasting impact on the migrant educators' performance and the achievement of migrant children and youth.

3. Provide mentoring, and academic and/or career counseling; develop programs and services to strengthen family-school-community partnerships; encourage parent and family engagement; facilitate social-emotional well-being; foster positive identity development; coordinate and provide support services and referrals as needed; and increase students' access to educational opportunities through promoting advocacy to self-advocacy and identity development.
4. Conduct parent and family engagement in order to build the capacity of parents and guardians to be active participants in their children's education; provide opportunities for identity development and community building; develop skills and confidence to advocate for their children in schools and the community; and provide training on topics in response to their questions and concerns.
5. Conduct both local and statewide Parent Advisory Council (PAC) meetings, where parents and guardians are consulted on the planning, operation, and evaluation of the initiatives, programs, and services of the migrant education program.
6. Collaborate and coordinate activities with community-based organizations and other entities including, but are not limited to, preschool programs, dental and health services, farm and labor organizations, social services, and legal services, in order to support the education of migrant children and youth and the needs of their families.

Required Uses

Please note that the staffing positions, as described below, are required for the implementation of the METS program centers and that these positions must be retained throughout the contract term. Such information should be included in the 2022-23 FS-10 Proposed Budget.

Funds must be used to support the recruitment, hiring, retention, and training of effective (1) METS Program Director; (2) Data Specialist; (3) Administrative Assistant/Support Staff; and (4) Migrant Educators.

- **METS Program Director** – 0.50-1.0 FTE – Ensures programs and services meet organization goals and requirements. Develops work plan and implements processes and policies, directs staff, and works with different stakeholders to define, prioritize, and develop projects and programs. Requires a baccalaureate degree; a master’s degree preferred. In lieu of an academic degree, six or more years of relevant experience in the migrant education program with demonstrated success or excellence may suffice. Experience with program management, as well as implementation of instructional programs and supportive services required.
- **Data Specialist** – 0.50-1.0 FTE – Enters data into and extracts data from statewide MIS2000 and MSIX student data management systems; prepares reports for use by program director and migrant educators; and analyzes data and generates reports that provide formative and summative information useful in evaluating and improving programs and services. Experience with MIS2000 student information system and the Migrant Student Information Exchange Initiative (MSIX) national records transfer system, as well as experience working with schools and school districts as it relates to migrant student data preferred. Demonstrated successful experience as a data specialist may be substituted for formal academic qualifications.
- **Administrative Assistant/Support Staff** – 0.50-1.0 FTE – Performs different administrative and clerical tasks as assigned. These include providing support to the program director, data specialists and migrant educators; assisting in daily office needs and managing the METS’s general administrative activities; and serving as a liaison with central office where the METS is housed. The ideal administrative assistant/support staff member should have excellent oral and written communication skills and be able to organize their work using tools like MS Word, Excel, and PowerPoint, and operate different office equipment.
- **Migrant Educators** – 0.20-1.0 FTE and Per Diem Employment – Implement instructional programs and provide supportive services to migrant-eligible preschool children, in-school children, in-school adolescents, and out-of-school youth (OSY), ages 3-21, and their families under the supervision of the METS Program Director. The essential duties include, but are not limited to:
 - Support the identification and recruitment of migrant-eligible children and youth;
 - Provide 1:1 as well as group tutoring in English Language Arts (ELA), Mathematics, and core content subjects, academic advising, and academic success support functions to ensure ongoing academic progress of migrant children and youth;

- Work closely with migrant children, their families, and school-related personnel (e.g., classroom teachers, guidance counselors, school nurses, principals, etc.) to identify all academic options including, but not limited to, postsecondary studies, extracurricular activities, mentorship, research opportunities, and internships; support and counsel students in selection of option(s) best suited to student's goals, interests, and skills through different tools including the Migrant Personal Learning Plan (PLP) and Graduation Plan (GP);
- Monitor and assess student academic progress and social-emotional needs through a variety of reporting tools including MIS2000, MSIX, observations, assessment data, consultations with teachers and related staff, etc., and work collaboratively with students, parents, teachers and others to ensure migrant students' academic success through meaningful data inquiry cycles;
- Coordinate and provide guidance and advice, including referrals as needed, to migrant children and youth; ensure access to opportunities for developing their personal leadership capacity, support their growth in being able to advocate for themselves and to have a positive self-identity; and to promote their health, social and emotional well-being;
- Develop cohesive, developmentally-appropriate, and differentiated curricular materials and strategies that are aligned to New York State's framework for [Social Emotional Learning: Essential for Learning, Essential for Life](#); New York State's [Social Emotional Learning Benchmarks](#); New York State's [Culturally Responsive-Sustaining Education Framework](#), and New York State's Learning Standards in [English Language Arts](#) (ELA) and [Mathematics](#) (at a minimum) so that migratory students and youth experience connectedness to school and community and to become better learners;
- Implement instructional and supportive processes, procedures, policies, and practices that improve students' ability to develop self-awareness and self-management; use social and interpersonal skills to establish and maintain positive relationships; develop positive identity development; and to be able to self-advocate for themselves, their families, and communities;
- Coordinate meetings and ensure that schools provide interpretation for effective communication between parents and school staff using strategies like Authentic Voices for effective two-way bilingual communications;
- Maintain student files and records on MIS2000 and MSIX, as required;
- Collaborate and coordinate identification and recruitment activities with recruiters; and
- Work collaboratively with all stakeholders, including migrant children and youth, their parents, teachers and other school staff, community-based organizations, etc. to facilitate comprehensive and holistic student support.

The responsibilities of these migrant educators and their positions represent required tasks associated with grant deliverables based on the requirements of the approved ESSA Consolidated State Plan, the State Service Delivery Plan (SDP), the Theory of Action (ToA), as well as (emerging) data and needs of migrant children and youth, and their families, as outlined in this Announcement for Funding Opportunity, and are not representative of

specified FTEs. The total FTEs will vary based on the number of migrant eligible children and families identified and served, as well as an analysis of their needs. Experience working with migrant-eligible children and youth, their families, as well as classroom teachers, principals, guidance counselors, school nurses, community- and faith-based organizations and other relevant stakeholder groups to support the needs of migrant children and youth and their families preferred. Demonstrated successful experience serving underserved and underrepresented student populations, including migratory children and their families, may be substituted for formal academic qualifications.

Cont'd: **Allowable Uses**

- Strategic tutoring, mentoring, and academic and/or career counseling for migratory children and youth.
- Update migrant program objectives and effective instruction strategies based on emerging needs and data analysis.
- Identify, plan and develop, and/or acquire curricular materials, educational software, and technologies to be used in the program.
- Improve instruction, including the provision of appropriate educational technology.
- Supplemental instructional programs and support services, including the payment of costs associated with the provision of additional materials and supplies, as well as transportation, where necessary and reasonable.
- Other supplemental instructional programs and services that are designed to assist migratory children and their families to achieve in schools, such as programs on the educational system in the United States; general education, graduation pathways, and diploma requirements in New York State; civics education; college admission and costs; social and emotional needs; etc.
- Family literacy resources, parent and family outreach, training activities, and local and statewide Parent Advisory Council (PAC) meetings designed to assist parents and families to become active participants in the education of their children.
- Training for parents, teachers, and migrant educators on the effective use of Community Interpreters.
- Activities, in collaboration and coordination with community-based organizations, institutions of higher education, and other entities with expertise in working with migrant children, and to refer parents and families of migrant children and youth to different community services.
- Parent, family, and community engagement through community participation programs, parent outreach, and training activities for migrant parents and families.
- Effective professional development opportunities that:
 - are designed to improve the instruction and assessment of migrant children and youth;

- enhance the ability of classroom teachers and principals to understand and implement curricula, assessment measures and practices, and instructional strategies for migratory children and youth;
- are effective in increasing the English language development, acquisition, and proficiency and/or substantially increasing the subject matter knowledge and teaching skills of migrant educators; and
- are of sufficient intensity and duration to have a positive and lasting impact on instruction.
- Opportunities for [credit accruals](#), test preparation courses, [high school equivalency diploma \(HSE\) programs or other courses](#) that help adolescent migrant students and out-of-school youth achieve success and to earn a high school diploma or its equivalent (i.e., high school equivalency diploma) from [the HSE Exam Pathway, the 24 College Credits Pathway, the National External Diploma Program \(NEDP\) Pathway, or the Regents/HSE Exam Pathway](#).
- Consultant costs should be itemized, reasonable, and aligned to the requirements of the Migrant Education Program’s (MEP) State Service Delivery Plan (SDP) and Theory of Action (ToA).
- Collaborate/coordinate with the Statewide Identification & Recruitment/MIS2000/MSIX-Technical Assistance and Support Center (ID&R) program center, all METS personnel (Program Directors, Data Specialists, and Migrant Educators) will enter migrant student data in the web snap system.

Compliance with the Office of Management and Budget’s (OMB) final uniform administrative requirements, cost principles, and audit requirements for federal grants. This “Supercircular” or “Omniscircular” (December 26, 2013) sets standard requirements for financial management of federal awards and supersedes requirements from OMB Circulars A-21, A-110, and other related directives. See the [Code of Federal Regulations website](#) for more information.

Proposal Narrative and 2023-24 Work Plan

Applicants must submit a Proposal Narrative with this application, for the 5-Year grant contract period of **September 1, 2023 to August 31, 2028**. The Proposal Narrative will be reviewed and scored.

Applicants must also complete the 2023-24 Work Plan (WP) with this application, for the initial 12-month project period of **September 1, 2023 to August 31, 2024**. Please see Attachment C for 2023-24 Work Plan (WP) template. The Work Plan (WP) must be signed by the Chief School/Administrative Officer of the sponsoring institution or his/her designee. The 12-month 2023-24 Work Plan (WP) will be reviewed and scored.

Budget (FS-10 Form)

Applicants must submit a an [FS-10 Budget](#) and [Budget Narrative](#) with this application, for the initial 12-month project period of **September 1, 2023 to August 31, 2024**. The 12-month Budget and Budget Narrative will be reviewed and scored.

The completed 2023-24 FS-10 Budget and Budget Narrative forms must contain budgeted costs that comply with applicable State and federal laws and regulations and the Department’s fiscal guidelines. These guidelines, as well as the FS-10 Budget and Budget Narrative forms, are available online at the [Grants Finance website](#). The completed FS-10 Budget form must bear the original signature of the Chief School/Administrative Officer or his/her designee.

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 Grants](#).

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

Indirect Cost Cap

- School district and BOCES must use the restricted indirect cost rates calculated by the State Education Department (SED).
- Institutions of Higher Education (IHEs) may use an indirect cost rate of up to 8%.

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

Application Submission Instructions

If an applicant wishes to serve more than one METS region, the applicant must submit a separate application for each METS region it wishes to serve.

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

Proposals postmarked after **April 19, 2023** will not be reviewed and scored for consideration.

The electronic copy of the full proposal must be sent to MIGRANTRFP23-28@nysed.gov by 5:00 p.m. Eastern Time on **April 19, 2023**.

Method of Award

It is estimated that funds totaling \$8.4M (\$8,400,000) will be available in the first year of this grant contract. Funds will be allocated across the eight (8) regions based on the current approved allocation formula. See Attachment A. One award will be made for each METS region (i.e., METS program center). An applicant must serve a region in its entirety, without exceptions, for the

entirety of the funded period from September 1 to August 31 during each year of the five-year grant contract period, from 2023-2028, subject to the availability of funds and level of funding from the U.S. Department of Education (ED), and successful program delivery and implementation by the individual METS program centers in the previous year.

Each eligible proposal received will be reviewed by at least two reviewers. Each reviewer will score the proposal according to the indicated point criteria in the Proposal Narrative, 2023-24 Work Plan, the 2023-24 Budget and Budget Narrative using the Proposal Evaluation Rubric. If individual scores are more than 15 points apart, another reviewer will score the application. The two scores closest in numeric value will be averaged to calculate the final average score of the application. If the third reviewer's score is equal to the average of the two original scores, the third reviewer's score will become the final score.

Budgets will be adjusted to eliminate any unallowable or inappropriate expenditure(s).

Each proposal will be categorized according to the METS region it serves. Proposals in each METS region will be ranked in order of final average scores from highest to lowest. Awards will be made to the **highest-ranking proposal** in each region. In the event of tied scores, the proposals with the highest score on in the Proposal Narrative will be ranked higher. Only proposals that receive a final average score of 60 or more points will be considered for funding.

Entities' Responsibility

Projects must operate under the jurisdiction of the local board of education, or other appropriate governing body, and are subject to at least the same degree of accountability as all other expenditures of the local agency. The local board of education, or other appropriate governing body, is responsible for the proper disbursement of, and accounting for, project funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations and inventory control must be followed. Supporting or source documents are required for all grant-related transactions entered into the local agency's recordkeeping systems. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time and effort records, delivery receipts, vendor invoices, travel documentation and payment documents. Supporting documentation for grants and grant contracts must be kept for at least six years after the last payment was made unless otherwise specified by program requirements. Additionally, audit or litigation will "freeze the clock" for records retention purposes until the issue is resolved. All records and documentation must be available for inspection by State Education Department officials or their representatives.

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

Reporting

Grantees must submit an annual performance report (APR) and final expenditure summary report at the end of each grant period but no later than the last Friday in November of each year of the grant. The performance report should demonstrate that substantial progress has been made towards meeting the project goals and the program performance indicators. The State Education Department (SED) will make additional information about the annual performance report available to grantees after contract grant awards are issued. Grantees who do not demonstrate adequate performance may be discontinued.

Monitoring

Under federal and State law, the State Education Department (SED) is required to monitor the METS program centers on a regular basis to ensure compliance with all applicable federal and State Migrant Education Program (MEP) requirements and policies.

SED will conduct on-site comprehensive compliance monitoring and technical assistance visits, virtual or remote targeted monitoring, desk review, or self-assessment on a two- to three-year cycle during which METS program centers are monitored for compliance. As a result of these compliance monitoring and technical assistance activities, the Department will issue a compliance monitoring report within 30 days of completion of the monitoring visit or desk review and to provide technical assistance and support, as appropriate. The Department will also implement an independent self-assessment protocol to promote use of best practices and to proactively detect and correct non-compliance by each METS program center.

In the instance where compliance findings are identified, a corrective action plan is requested detailing resolution of compliance items cited and program improvements needed. SED will provide technical assistance and support, as appropriate. The corrective action plan must be submitted to SED within 30 days of receipt of the monitoring report.

Accessibility of Web-Based Information and Applications

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

Requirements of Education Law Section 2-d

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The NYS Education Department (NYSED) is required to ensure that all contracts with a third-party contractor that has access to or receives information include a Data Privacy and Security Plan, pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state.

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, NYSED is required to post information to its website about its contracts with third-party contractors that will receive Student PII and/or Teacher and/or Principal APPR data (“APPR Data”), collectively referred to as PII.

NYSED’s Data Privacy Appendix (Appendix R), annexed to this RFP, the terms of which are incorporated herein by reference, shall also be part of the Contract.

Bidders should use the templates and instructions in Appendix R to submit the required DPA EXHIBIT 1 - Contractor’s Data Privacy and Security Plan and DPA EXHIBIT 2 - Education Law § 2-d Bill of Rights for Data Privacy and Security and Supplemental Information for Contracts that Utilize Personally Identifiable Information and return them with their proposal for review.

Contract Terms and Conditions

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

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

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

of the applicant organization and enables it to receive federal (and/or State) funds through NYSED.

Prequalification Requirement

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

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

Detailed information on how to register with the Grants Gateway and become prequalified is available on the [Grants Management](https://grantsmanagement.ny.gov/) website (<https://grantsmanagement.ny.gov/>).

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

Proposals received from nonprofit applicants that are not Prequalified in the Grants Gateway by 5:00 PM on the proposal due date of April 19, 2023 cannot be evaluated. Such proposals will be disqualified from further consideration.

Debriefing Procedures

All unsuccessful applicants may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED. Bidders may request a debriefing letter on the selection process regarding this RFP by submitting a written request to the Fiscal Contact person at MIGRANTRFP23-28@nysed.gov.

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

Contract Award Protest Procedures

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with MIGRANTRFP23-28@nysed.gov.
3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within ten (10) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.
4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

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

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

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

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

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

The M/WBE participation goal for this grant is 15% of each applicant's total discretionary non-personal service budget each year of the grant. Discretionary non-personal service budget is defined as total annual budget, excluding the sum of funds budgeted for:

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

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

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

Methods to Comply

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

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

COMPLETE FORMS:

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

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

COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 100 Utilization Plan
- M/WBE 101 Request for Waiver

- M/WBE 102 Notice of Intent to Participate
- M/WBE 105 Contractor’s Good Faith Efforts
- EEO 100 Staffing Plan

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

COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 101 Request for Waiver
- M/WBE 105 Contractor’s Good Faith Efforts
- EEO 100 Staffing Plan

Good Faith Efforts

Applicants must make a good faith effort to solicit New York State 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 [New York State Directory of M/WBE Certified Firms](#); and the solicitation of minority and women-oriented trade and labor organizations.

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

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

Request for Waiver

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

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

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

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

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

Applicants must complete and submit form [EEO 100: Staffing Plan](#).

NYSED's Reservation of Rights

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

Vendor Responsibility

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

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

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the [VendRep System Instructions](#) or go directly to the [VendRep System online](#).

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the [VendRep website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

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

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

Workers' Compensation Coverage and Debarment

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

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

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil

fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

PROOF OF COVERAGE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

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

Proof of Disability Benefits Coverage

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

- **Form DB-120.1** – Certificate of Disability Benefits Insurance; or
- **Form DB-155** – Certificate of Disability Benefits Self-Insurance; or

- **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

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

2023 – 2028

**MIGRANT EDUCATION TUTORIAL AND
SUPPORT SERVICES (METS) PROGRAM CENTERS**

Application Cover Page

Agency Code

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Name of Applicant Agency:		Name and Title of Contact Person:	
Address:		Telephone:	
		Fax:	
		Email:	
City:	Zip Code:		
County:			
<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 Chief Administrative Officer:		Name of Chief Administrative Officer:	
Date:			

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 by Applicant	Checked by SED	
Application Cover Page with Original Signature of Chief Administrative Officer	<input type="checkbox"/>	<input type="checkbox"/>	
Payee Information Form (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>	
2023-24 Proposal Narrative	<input type="checkbox"/>	<input type="checkbox"/>	
2023-24 Work Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Completed DPA Exhibit 1 and DPA Exhibit 2 from Appendix R	<input type="checkbox"/>	<input type="checkbox"/>	
2023-24 FS-10 Budget (signature required)	<input type="checkbox"/>	<input type="checkbox"/>	
2023-24 Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>	
Worker’s Compensation Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>	
Disability Benefits Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>	
Is the applicant prequalified, if required? (While no documentation is required with the application, the applicant may be required to prequalify to be eligible for this grant opportunity)	<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
Calculation of M/WBE Goal Amount	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 100 Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	N.A.
M/WBE 102 Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N.A.
M/WBE 105 Contractor's Good Faith Efforts	N.A.	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE 101 Request for Waiver Form and Instructions	N.A.	<input type="checkbox"/>	<input type="checkbox"/>
EEO 100 Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SED Comments:

Has the applicant complied with the application instructions? Yes No

SED Reviewer: _____ Date: _____

Page Limits

The Proposal Narrative and Budget Narrative are to be submitted on single-spaced 8.5" x 11" pages with one-inch margins. Charts and/or tables are not required to adhere to this standard. Use a Times Roman or Arial font in a 12-point size. If the Proposal Narrative and Budget Narratives exceed the page limit, the reviewers will not read the excess pages. Do not include any attachments or addenda.

- Proposal Narrative: No more than 15 pages
- Budget Narrative: No more than 3 pages

The 2023-24 Work Plan is to be submitted using the attached form and will not count towards the page limit. See Attachment C. The purpose of the Work Plan Template is to break down the goal setting process into smaller, more actionable steps for the specified program period. This template helps with outlining what is needed to accomplish each goal, including collaboration, resources, due date or frequency, anticipated obstacles and solutions. Please ensure to:

- Use SMART goal setting that are (1) Specific; (2) Measurable; (3) Attainable; (3) Relevant; (4) Trackable; and (5) Time Bound; and
- Ensure the goals identified are based on data and the needs of migrant children and youth and their families, and that they are aligned to the approved ESSA State Consolidated State Plan, the New York State Migrant Education Program (NYS-MEP) Service Delivery Plan (SDP), the Theory of Action (ToA), and the State Performance Targets (SPTs) and Measurable Performance Outcomes (MPOs).

The Theory of Action (ToA) explains the holistic approach and outlines the specific changes that the State intends to improve, specifically in the areas of Subject Content and Instruction, Advocacy to Self-Advocacy, and Identity Development, in order to support the teaching and learning by migratory children and youth, as well as to ensure that they develop the knowledge and skills for self-advocacy and a positive self-identity. The ToA elaborates on which actions to take programmatically so that migratory children and youth will be ready for college, careers, and life, prepared to pursue the future of their choosing.

PROPOSAL NARRATIVE (60 points)

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

Section 1: Abstract (0 points, but required)

Identify the METS region for which you are applying. Provide a concise one-page summary that describes the entire proposal. The summary should provide the reader a quick overview of the program, its vision, goals and objectives, implementation plan and strategies, and the evaluation plan.

Section 2: Need for Program (3 points)

Describe the needs and characteristics of the unique and mobile migrant-eligible children and youth, ages 3-21, within the designated METS region for which you are applying.

Section 3: Program Activities (30 points)

Please ensure that these program activities are aligned to and support the implementation of the State Service Delivery Plan (SDP) and Theory of Action (ToA), and that they respond to the needs and characteristics of migrant children and youth identified above. For the SDP and ToA, including State Performance Targets (SPTs), Measurable Performance Outcomes (MPOs), Key Strategies, please refer to: <https://www.nysmigrant.org/about>. The New York State Migrant Education Program (NYS-MEP) adopts an integrated and holistic approach in providing academic and social-emotional supports to ensure that migrant children and youth are college-, career-, and life-ready.

3.1: Six (6) points in total for Sections A-G

- A. Describe the planning and implementation strategies to ensure that high quality, coordinated, comprehensive, evidence-based educational programs and support services are provided to migrant-eligible children and youth, ages 3-21, including the effective use of data in the cycle of inquiry and action (e.g., [Data-Based Inquiry Cycles](#)).
- B. Describe the project activities to be conducted that address the following at-risk factors that may affect migratory children and youth during the school year and summer:
 - Cultural and language barriers;
 - Educational disruptions, including limited or interrupted formal education; irregular school attendance; and high dropout rates;
 - Lacking information about U.S. education system and opportunities;
 - Social and geographic isolation;
 - Poverty;

- High mobility;
 - Health and social-emotional concerns;
 - Homelessness; and
 - Limited English proficiency.
- C. Describe the targeted project activities to be conducted during the school year and summer to address the unique needs of migrant-eligible:
- preschool children;
 - in-school children;
 - in-school adolescents; and
 - out-of-school youth.
- D. Describe the strategies and project activities to be implemented to ensure that migrant adolescents graduate from high school and life ready with grit, growth mindset, and perseverance to achieve their goals, as well as social-emotional skills such as self-awareness, self-management, responsible decision-making, and relationship skills, including their capacity to lead and self-advocate and the cultivation of a positive self-identity, and that they are ready to pursue post-secondary education; career and technical education; and/or gainful employment.
- E. Describe the quality and effective professional development (e.g., workshop or training; information and presentation sessions; mentoring; peer-to-peer support; technical assistance; professional learning community; etc.), based on the six practices outlined below, to be conducted to ensure that migrant educators and data specialists will remain highly effective in supporting migrant-eligible children and youth to learn and achieve high performance standards so that they will be ready for college, careers, and life, prepared to pursue the future of their choosing. The following six professional development practices form a systematic approach that strengthens how migrant educators and data specialists obtain and retain knowledge, skills, and attitudes. They consist of intentionally designed processes and activities developed to improve organizational approaches.
1. Sustain a professional development infrastructure;
 2. Design professional development offerings;
 3. Market professional development services;
 4. Deliver professional development;
 5. Provide follow-up support; and
 6. Evaluate professional development processes.
- F. Describe the project activities to be conducted that address how the proposed program will work with local schools and school districts to ensure the proper and timely identification and recruitment of migrant-eligible children and those migratory children whose eligibility has expired, and to serve such migrant-eligible students through an integrated partnership and in a holistic way that addresses each student as a whole

person. This comprehensive management approach will involve the sharing and verification of school records and state assessment scores, as well as the collaboration and coordination of educational programs and services.

- G. Describe the project activities to be conducted that support and strengthen parent, family, and community engagement. These activities are intended to foster positive and goal-oriented relationships that seek to enhance:
- family well-being;
 - parent-child relationships;
 - parents as their children’s first educators;
 - families as lifelong learners;
 - family connections to school and community; and
 - families as advocates and leaders.

3.2: Four (4) points in total for Sections H-I

- H. Describe the program activities to be conducted that address how migratory children and youth who have made a qualifying move within the previous one-year period and who are failing, or most at-risk of failing, to meet the challenging State academic standards, or whose education has been interrupted/disrupted during the school year and have dropped out of school will be prioritized for instruction (i.e., “priority for services” by scheduling and servicing first with frequency, intensity, and/or duration based on needs) to improve learning outcomes.
- I. Describe the program activities, including strategic tutoring and other evidence-based instructional activities, strategies, and interventions, as well as support services and (self)advocacy, to be conducted that serve to ensure that all migratory in-school children and youth reach challenging academic standards and graduate with a high school diploma (or a high school equivalency diploma) that prepares them for responsible citizenship, further learning, and productive employment.

3.3: Twenty (20) points in total for Sections J-K

- J. Describe the program activities that will be implemented to meet the New York State Migrant Education Program (NYS-MEP) State Performance Targets (SPTs) and Measurable Program Outcomes (MPOs) indicated in the charts below for the following goal areas:
- English Language Arts (ELA);
 - Mathematics;
 - Graduation Rate; and
 - Out-of-School Youth.

- K. Describe program activities to be implemented seek to address the required program services and strategies in order to meet the performance outcomes as outlined in the chart below and in the State Service Delivery Plan (SDP). For the SDP, please refer to: <https://www.nysmigrant.org/about>

Table 1. NYS-MEP Focus Areas, State Performance Targets and Measurable Program Outcomes

Focus Area	State Performance Target	Measurable Program Outcome (MPO)
English Language Arts	By 2025, increase the migratory student ELA Performance Index from the 2020-2021 baseline of 63.3 to 85.2. ^{1, 2}	Beginning in fall 2022, 80% of Grade 3-8 migratory students receiving 10 or more hours of regular school year academic instruction will gain 5 or more percentiles from the pre to post administration of the NYS Migrant ELA Assessment.
Mathematics	By 2025, increase the migratory student Mathematics Performance Index from the 2020-2021 baseline of 32.3 to 64.2.	Beginning in fall 2022, 80% of Grade 3-8 migratory students receiving 10 or more hours of regular school year academic instruction will gain 5 or more percentiles from the pre to post administration of the NYS Migrant Mathematics Assessment.
Graduation	By 2025, increase the 5-year cohort graduation rate of migratory students to 64% from the 2020-2021 baseline of 57.9%. ³	By 2025, 70% of all high school migratory students that received 2 or more hours of instructional or support services during each year they were in the MEP will graduate within 5 years of entering high school.
Early Childhood	Provide and/or coordinate education and support services that meet the prioritized needs of preschool children ages P3-P5.	70% of migratory preschool children ages P3-P5 who participate in 10 or more hours of instructional services will demonstrate pre-post gains of 10% on the NYS-MEP Early Childhood Assessment.

¹ Performance Index as specified in the NYSSSED State ESSA Plan, pages 47-48; simplified version of the Index for the MEP: $((\# \text{ Level } 2 + (\# \text{ Level } 3 * 2) + (\# \text{ Level } 4 * 2.5)) \div \# \text{ test takers}) * 100$, where test takers = students with scores who were also enrolled in October of the same school year.

² Target set per NYSSSED State ESSA Plan, as 20% of the gap between the end goal (stated statewide target is 200 for each subgroup) and the baseline for the subgroup over 5 years.

³ Target set per NYSSSED State ESSA Plan, as 20% of the gap between the end goal (stated statewide target is 96% for 5 year adjusted cohort for all students) and the baseline for the subgroup over 5 years. Target calc: $57.9\% + (.2 * (96\% - 57.9\%) * 4/5)$; 2025 is the end year for the SDP and 2021 is the baseline year, so 4 years of growth, thus we are setting the 2025 target as 4/5s of the ESSA target.

Focus Area	State Performance Target	Measurable Program Outcome (MPO)
OSY	Provide and coordinate education and support services that meet the prioritized needs of out of school youth.	<p>OSY MPO: 80% of migratory OSY who participate in 10 or more hours of English instruction will demonstrate pre-post gains of 10% on the NYS Migrant Assessment of English Learning.⁴</p> <p>DO MPO: 50% of migratory students who drop out of school and were successfully contacted by the MEP within 45 school days of METS receiving notification of dropout status will complete an OSY Profile.</p>

Section 4: Parent and Family Engagement (10 points)

4.1 The proposed program conducts outreach to all migrant parents and families. Three (3) points in total for 4.1 Sections A-C

- A. Describe the program activities and strategies to be implemented that promote parent and family engagement and strengthen the partnership between the proposed program and all migrant parents and family members based on regular, equitable and meaningful two-way communications, reciprocal relationships and systemic family engagement.
- B. Describe how the proposed program will support these parent and family engagement strategies with engagement activities within other relevant federal, State, and local programs (e.g., Title I – *Improving the Academic Achievement of the Disadvantaged*; Title III – *Language Instruction for English Learners and Immigrant Students*; McKinney-Vento Homeless Education), to the extent feasible and appropriate.
- C. Describe the program activities and strategies to be implemented that reach all migrant parents and family members at home, in the community, at school, or other locations, including opportunities for in-person, remote/virtual, and/or hybrid engagement, whether one-on-one or in groups.

4.2 The proposed program implements programs, activities, and procedures to engage migrant parents and family members. Three (3) points in total for 4.2 Sections D-F

- D. Describe how the proposed program would provide coordination, technical assistance, professional development, and/or other support to assist and build the capacity of schools within the designated METS region in planning and implementing effective migrant parent and family engagement activities.

⁴ BOLST

- E. Describe the program and strategies to be implemented to ensure that a local Migrant Parent Advisory Council (PAC) will be convened and fostered within a designated METS region, with active participation of parents.
- F. Describe the program and strategies to be implemented to ensure that members of the local migrant Parent Advisory Council (PAC) will actively participate in the statewide migrant Parent Advisory Council (PAC), as per requirements under Title I, Part C.

4.3 The proposed program plans and implements such educational and supportive programs, activities, and procedures with meaningful consultation with parents of participating migrant children and youth.

Four (4) points in total for 4.3 Sections G-I

- G. Describe how the proposed program will conduct, with meaningful local PAC engagement, evaluation of the content and effectiveness of the parent and family engagement activities and strategies in improving the quality and efficacy of educational programs and support services for migratory children and youth including, but not limited to, identifying (1) barriers to greater participation by migrant parents and family members; (2) the needs of migrant parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and (3) strategies to support successful school and family interactions.
- H. Describe how the proposed program will inform migrant parents and family members of the goals and activities of the Migrant Education Program (MEP), as well as the statewide Comprehensive Needs Assessment (CNA), the State Service Delivery Plan (SDP), and the approved ESSA Consolidated State Plan.
- I. Describe how the proposed program will encourage and support migrant parents and family members to become actively involved in the update, revision, implementation, and evaluation of the statewide Comprehensive Needs Assessment (CNA) and the State Service Delivery Plan (SDP) to improve such programmatic goals and activities.

Section 5: Evaluation Plan (7 points)

- A. Describe how the proposed program will assess progress made towards meeting the Migrant Education Program's (MEP) State Performance Targets (SPTs) and the Measurable Performance Outcomes (MPOs).
- B. Describe how the proposed program will assess progress made in meeting the strategies and performance objectives outlined in the approved ESSA Consolidated State Plan and the State Migrant Education Program's (MEP) Service Delivery Plan (SDP).

- C. Describe how the proposed program will assess the impact of strategic tutoring and other evidence-based activities, strategies, and interventions, including support services, on student achievement and outcomes.
- D. Describe how the proposed program will use evaluation results to change or modify program activities and strategies that are not meeting program objectives and/or addressing the needs of migrant children and youth, as well as their families.

Section 6: Background and Experience (5 points)

Describe the sponsoring agency of the proposed program and its relevant staff members' background and experience in terms of the following activities:

- A. Providing educational programs and support services to traditionally underserved populations like migrant children and youth; homeless children and youth; English Learners; immigrant children and youth; LGBTQ children and youth; students with disabilities; children and youth in foster care; and economically disadvantaged children and youth.
- B. Using strategic tutoring and other evidence-based activities, strategies, and interventions to serve the teaching and learning needs of traditionally underserved populations like migrant children and youth; homeless children and youth; English Learners; immigrant children and youth; LGBTQ children and youth; students with disabilities; children and youth in foster care; and economically disadvantaged children and youth.
- C. Collaborating, consulting, and coordinating (involving joint planning and integration of services) with other agencies including, but not limited to, Local Education Agencies (LEAs), Local Operating Agencies (LOAs), Institutions of Higher Education (IHEs), social agencies, and community- and faith-based organizations, to provide educational programs, support and health-related services to migrant children and youth.
- D. Collecting, collating, analyzing, interpreting, and reporting of migrant student achievement data, as well as the secure handling and storing of such data, as it relates to the implementation of educational programs and support services for migrant children and youth.
- E. Implementing data informed practice and decision-making as it relates to the implementation to educational programs and support services for migrant children and youth.
- F. Preparing migrant children and youth for successful transitions from elementary to middle school; from middle to high school; and from high school to post-secondary education and/or employment.

- G. Establishing inter- and intra-state coordination between and among different migrant education programs, Local Education Agencies (LEAs), Local Operating Agencies (LOAs), Institutions of Higher Education (IHEs), social agencies, and community- and faith-based organizations, within and outside New York State, in support of the needs of migrant children and youth, as well as their families.

Section 7: Organizational Capacity (5 points)

Describe how the sponsoring agency, and the proposed program, has the ability and organizational capacity to perform the following activities:

- A. Ensure sound and effective fiscal and programmatic management. Please include an organizational chart for both school year and summer programs.
- B. Develop, maintain, and update an inventory of equipment purchased with grant funds. The inventory should include in its labeling of all equipment purchased with grant funds a statement specifying that such equipment is the sole property of the New York State Education Department (NYSED) and acquired with funds under Title I, Part C.
- C. Provide facilities and resources for year-round program implementation to effectively serve the needs of migrant children and youth, as well as their families.
- D. Ensure uninterrupted direct programs and services to migratory children and youth, as per Service Level based on the Academic Service Intensity Rubric (ASIR), and following the New York State Migrant Education Program's (NYS-MEP) Service Level Requirements Chart (SLRC), on a year-round basis. For more information, please refer to the SDP at: <https://www.nysmigrant.org/about>
- E. Ensure appropriate staff qualifications and experience to meet the unique needs of migrant children and youth, as well as their families.
- F. Ensure appropriate and effective supervision of field-based migrant educators tasked with providing educational programs and services to migrant children and youth, as well as their families.
- G. Ensure that all migrant student data are accurately entered into MIS2000 student information system and uploaded to the Migrant Student Information Exchange Initiative (MSIX) national records transfer system in a timely and consistent basis.
- H. Ensure that all migrant-related data and information are handled and processed in a secure and confidential manner, in compliance with all federal, State, and local laws, regulations, and policies.

- I. Ensure that all migrant staff members are provided with annual trainings and support as it relates to personal health and safety, data privacy and cybersecurity awareness, the Migrant Student Records Exchange Initiative (MSIX), child abuse recognition and reporting, Dignity for All Students (DASA), and other local topics in the implementation of the migrant education program.
- J. Ensure that migrant staff members are provided with training and support as it relates to transportation safety policies and procedures in the conveyance of migrant children and/or their families, in compliance with all relevant laws, regulations, and policies.
- K. Ensure that all migrant student data, including preschool, grades K-12, and out-of-school youth data, are entered accurately into the MIS2000 Web App system on a timely and consistent basis, acting in consultation, collaboration, and coordination with the Statewide Identification & Recruitment/MIS2000/MSIX/Data Security & Management-Technical Assistance Support Center (ID&R-TASC).
- L. Ensure that the proposed program will consult, collaborate, and coordinate with the Statewide Support Team (SST) and the Statewide Identification and Recruitment/MIS2000/MSIX/Data Security and Management-Technical Assistance Support Center (ID&R-TASC), so that the following activities are implemented with fidelity and in a timely, effective, and responsive manner. They include (1) the accurate identification and recruitment of migrant-eligible children and youth; (2) the timely transfer of educational and health records; and (3) the provision of educational programs and support services that address the educational, communication, health, and social-emotional needs of migratory children and youth.

2023-24 WORK PLAN (20 points)

To operationalize your Proposal Narrative for the initial 12-month project period of **September 1, 2023 to August 31, 2024**, please complete the attached 2023-24 Work Plan template (see Attachment C). The Work Plan template is to break down the goal-setting process for the **first year** of the project into smaller, more actionable steps. This template helps with outlining what is needed to accomplish each goal, including collaboration, resources, due date or frequency, anticipated obstacles and solutions.

To receive the maximum points, the 2023-24 Work Plan must contain goals and actions that are (1) specific; (2) measurable; (3) attainable; (3) relevant; (4) trackable; and (5) time bound. In addition, the goals and strategies identified must be based on data and the identified needs of migrant children and youth and their families, and that they are aligned to the 2022-25 State Service Delivery Plan (SDP), the Theory of Action (ToA), and the State Performance Targets (SPTs) and Measurable Performance Outcomes (MPOs). State Education Department (SED) staff will not review or consider those items that do not meet these criteria.

The approved ESSA Consolidated State Plan can be viewed at: <http://www.nysed.gov/essa/nys-essa-plan>. The State Service Delivery Plan (SDP) and Theory of Action (ToA) can be viewed at: <https://www.nysmigrant.org/about>.

FS-10 BUDGET FORM AND BUDGET NARRATIVE (20 points)

Using the [FS-10 Budget](#) form and [Budget Narrative](#), provide an itemized budget and brief narrative of how the allocated funds will be used for the **first year** of the project.

Budgeted items must be reasonable in cost, necessary for the project to receive the maximum points, and allocable based on requirements under Title I, Part C – Education of Migratory Children. State Education Department (SED) staff will eliminate any unreasonable, unnecessary, or unallowable items in the budget. Grantees will not be allowed to substitute new items for those that have been eliminated.

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

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 Grants](#).

To receive the maximum points, the FS-10 Budget and Budget Narrative must include:

- Detailed FS-10 Budget for the program period September 1, 2023 to August 31, 2024, including salaries for professional and support staff.
- Comprehensive proposed resource and expenditure plan (Budget Narrative) for the entire grant-funded program period. This Budget Narrative should reflect full and accurate projected costs for developing and implementing the program based on the Work Plan for the program period September 1, 2023 to August 31, 2024.
- The quality of the program design and efficient use of funds, as well as the clear alignment of the budget to the Work Plan based on the requirements of the ESSA Consolidated State Plan and State Service Delivery Plan (SDP).
- The extent to which the expenditures and activities are supplemental and do not supplant or duplicate services currently provided.

M/WBE Documents

**M/WBE Goal Calculation Worksheet
(This form should reflect the current year's budgeted costs)**

RFP# and Title: _____

Applicant Name: _____

The M/WBE participation for this grant is 15% of each applicant's total discretionary non-personal service budget over the entire term of the grant. Discretionally 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 project year.

	Budget Category	Amount budgeted for items excluded from M/WBE calculation	Total (Current FS-10)
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 (15%)		0.15
10.	Line 8 multiplied by Line 9 = M/WBE Goal Amount		

*If not included in #5

NYSED Internal Use Only (please check one): <input type="checkbox"/> For Original/Annual Submission <input type="checkbox"/> For Amendment Submission #: _____

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

NAME OF GRANT PROGRAM _____

NAME OF APPLICANT _____

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

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

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

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

M/WBE UTILIZATION PLAN

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

Bidder/Applicant's Name _____

Telephone/Email: _____/_____

Address _____

Federal ID No.: _____

City, State, ZIP _____

RFP No.: _____

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

PREPARED BY (Signature) _____

DATE _____

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

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

TELEPHONE/E-MAIL _____

DATE _____

REVIEWED BY _____ DATE _____

UTILIZATION PLAN APPROVED YES/NO DATE _____

NOTICE OF DEFICIENCY ISSUED YES/NO DATE _____

NOTICE OF ACCEPTANCE ISSUED YES/NO DATE _____

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

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

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

Address: _____ Phone No.: _____

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

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

Date: _____

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

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

Address: _____ Phone No.: _____

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

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

DESIGNATION: ___ MBE Subcontractor ___ WBE Subcontractor ___ MBE Supplier ___ WBE Supplier

PART C - CERTIFICATION STATUS (CHECK ONE):

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

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

The estimated dollar amount of the agreement \$ _____

Signature of Authorized Representative of M/WBE Firm _____

Printed or Typed Name and Title of Authorized Representative _____

Date _____

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

PROJECT/CONTRACT # _____

I, _____
(Bidder/Applicant)

_____ of _____
(Title) (Company)

_____ (_____) _____
(Address) (Telephone Number)

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

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

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

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

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

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

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

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

Submit additional pages as needed.

Authorized Representative Signature

Date

M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION

RFP#/PROJECT NAME _____

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

_____ (Address) _____ (Phone)

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

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

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

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

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

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

REQUEST FOR WAIVER FORM

BIDDER/APPLICANT NAME:

TELEPHONE:

ADDRESS:

EMAIL:

FEDERAL ID NO.:

CITY, STATE, ZIP CODE:

RFP#/PROJECT NO.:

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

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

PREPARED BY (*Signature*): _____

DATE: _____

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

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

M/WBE 101

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN (Instructions on Page 2)

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

Telephone: _____
 Federal ID No.: _____
 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															
				Male							Female								
		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): _____
 NAME AND TITLE OF PREPARER: _____

DATE: _____
 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, mwbegrants@nysed.gov, if you have any questions.
6. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

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

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

Required Assurances and Certifications

The following assurances and certifications are a component of your application. ***By signing the certification on the application cover page, you are ensuring accountability and compliance with applicable State and federal laws, regulations, and grants management requirements.***

Sexual Harassment Prevention Certification

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

ASSURANCES AND CERTIFICATION FOR FEDERAL PROGRAM FUNDS

Federal Assurances and Certifications, General:

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

Federal Assurances and Certifications, ESEA:

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

- ESEA Assurances
- School Prayer Certification

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention,

Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards that may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

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

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of any offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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 \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with

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

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax

delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

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

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

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

- 13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- 14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- 15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
- In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
Telephone: 212-803-2414
Email: mwb certification@esd.ny.gov
[NYS M/WBE Directory](#)

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.
22. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.
23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification

is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

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

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

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

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

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

(October 2019)

APPENDIX A-1-G

General

- A. In the event that the Contractor shall receive from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <https://www2.nysed.gov/cafe/>.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
- D. Any modification to this Agreement that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of this Agreement must be approved by the Commissioner of Education and the Office of the State Comptroller when:
 - a. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
 - b. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.
- E. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

Terminations

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

Responsibility Provisions

A. General Responsibility Language

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

B. Suspension of Work (for Non-Responsibility)

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

C. Termination (for Non-Responsibility)

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

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, that shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.

- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Appendix R
NEW YORK STATE EDUCATION DEPARTMENT'S
DATA PRIVACY APPENDIX

ARTICLE I: DEFINITIONS

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

1. **Access:** The ability to view or otherwise obtain, but not copy or save, Student Data and/or APPR Data arising from the on-site use of an information system or from a personal meeting.
2. **APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.
3. **Breach:** The unauthorized Access, acquisition, Disclosure or use of Student Data or APPR Data that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor’s or Subcontractor’s security that leads to the accidental or unlawful alteration, destruction, loss of, Access to or Disclosure of Student Data or APPR Data.
4. **Commercial or Marketing Purpose:** The Disclosure, sale, or use of Student Data for the purpose of directly or indirectly receiving remuneration, including the Disclosure, sale, or use of Student Data for advertising purposes, or the Disclosure, sale, or use of Student Data to develop, improve, or market products or services to Students.
5. **Disclose or Disclosure:** The intentional or unintentional communication, release, or transfer of Student Data and/or APPR Data by any means, including oral, written, or electronic.
6. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, respectively.
7. **Educational Agency:** As defined in Education Law § 2-d, a school district, board of cooperative educational services, school, or the New York State Education Department (“NYSED”).
8. **Eligible Student:** A Student who is eighteen years of age or older.
9. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 Security Rule at 45 CFR § 164.304, encrypt means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.

10. **Information:** Student Data and APPR Data from an Educational Agency that is Disclosed or made available to the Contractor pursuant to this contract with NYSED to which this DPA is attached and incorporated.
11. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
12. **Parent:** A parent, legal guardian, or person in parental relation to the Student.
13. **Personally Identifiable Information (PII):** Personally Identifiable Information, as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, (§ 99.3), and Teacher or Principal APPR Data.
14. **Release:** Shall have the same meaning as Disclose.
15. **School:** As defined in Education Law § 2-d, any (a) public elementary or secondary school, including a charter school; (b) universal pre-kindergarten program authorized pursuant to Education Law § 3602-e; (c) an approved provider of preschool special education; (d) any other publicly funded pre-kindergarten program; (e) a school serving children in a special act school district as defined in Education Law § 4001; (f) an approved private school for the education of students with disabilities; (g) a State-supported school subject to the provisions of Article 85 of the Education Law; or (h) a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
16. **Services:** Services provided by Contractor pursuant to this contract with NYSED to which this DPA is attached and incorporated.
17. **Student:** Any person attending or seeking to enroll in an Educational Agency.
18. **Student Records:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, respectively.
19. **Student Data:** PII from Student Records of an Educational Agency and PII regarding a Student provided to the Contractor by the Student or the Student's Parent.
20. **Subcontractor:** Contractor's non-employee agents, consultants, volunteers, including student interns, and/or any natural person or entity funded through this contract who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

ARTICLE II: PRIVACY AND SECURITY OF INFORMATION

1. **Compliance with Law.**

When providing Services pursuant to this contract, Contractor may have Access to or receive Disclosure of Information that is regulated by one or more New York and/or federal laws and regulations, among them, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20

U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act (“IDEA”) at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); New York Education Law § 2-d; and the Regulations of the Commissioner of Education at 8 NYCRR Part 121. Contractor agrees to maintain the confidentiality and security of Information in accordance with (a) applicable New York, federal and local laws, rules, and regulations, and (b) NYSED’s Data Privacy and Security Policy. Contractor further agrees that neither the Services provided nor the manner in which such Services are provided shall violate New York, federal and/or local laws, rules, and regulations, or NYSED’s Data Privacy and Security Policy.

2. Authorized Use.

Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use such Information for any purpose other than to provide the Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Information Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.

3. Contractor’s Data Privacy and Security Plan.

Contractor shall adopt and maintain administrative, technical, and physical safeguards, measures, and controls to manage privacy and security risks and protect Information in a manner that complies with New York State, federal and local laws, rules, and regulations, and the NYSED policies. Education Law § 2-d requires that Contractor provide NYSED with a Data Privacy and Security Plan that outlines the safeguards, measures, and controls, that the Contractor will employ, including how the Contractor will implement such safeguards, measures, and controls, to comply with (a) the terms of this DPA, (b) all applicable state, federal and local data privacy and security requirements, (c) the parents bill of rights for data privacy and security that is attached hereto and incorporated herein as DPA Exhibit 2, and (d) applicable NYSED policies. Contractor’s Data Privacy and Security Plan is attached to and incorporated in this DPA as Exhibit 1.

4. NYSED’s Data Privacy and Security Policy

State law and regulation require NYSED to adopt a data privacy and security policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with NYSED’s Data Privacy and Security Policy located at <http://www.nysed.gov/data-privacy-security/nysed-data-privacy-and-security-policy> and other applicable NYSED policies and agrees to contractually require its Subcontractors to comply with NYSED’s Data Privacy and Security Policy.

5. Right of Review and Audit.

Upon NYSED's request, Contractor shall provide NYSED with copies of its policies and related procedures that pertain to the protection of Information. In addition, NYSED may require Contractor to undergo an audit of its privacy and security safeguards, measures, and controls as they pertain to alignment with the requirements of New York State laws and regulations, NYSED's policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework. Any audit required by NYSED must be performed by an independent third party at Contractor's expense and the audit report must be provided to NYSED. In lieu of being subject to a required audit, Contractor may provide NYSED with an industry standard independent audit report of Contractor's privacy and security practices that was issued no more than twelve months before the date that NYSED informed Contractor that it required Contractor to undergo an audit.

6. Contractor's Employees and Subcontractors.

- (a) Access to or Disclosure of Information shall only be provided to Contractor's employees and Subcontractors who need to know the Information to provide the Services and such Access and/or Disclosure of Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Information; and (iii) as applicable, retrieve all Information received or stored by such Subcontractor and/or ensure that Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 11 of this DPA.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors who have a need to know the Information, Contractor must not provide Access to or Disclose Information to any other party unless such Disclosure is required by statute, court order or

subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.

- (f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Information to any other party unless such Access or Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Information is Accessed or Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access or Disclose the Information.

7. Training.

Contractor shall ensure that all its employees and Subcontractors who have Access to or will receive Information will be trained on the federal and state laws governing confidentiality of such Information prior to receipt.

8. Data Return and Destruction of Data.

- (a) Contractor is prohibited from retaining Disclosed Information or continuing to Access Information, including any copy, summary, or extract of Information, on any storage medium (including, without limitation, hard copies and storage in secure data centers and/or cloud-based facilities) beyond the term of this contract unless such retention is expressly authorized for a prescribed period by this contract, necessary for purposes of facilitating the transfer of Disclosed Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this contract, Contractor shall transfer the Disclosed Information to NYSED in a format and manner agreed to by the Parties.
- (b) When the purpose that necessitated Contractor's Access to and/or Disclosure of Information has been completed or Contractor's authority to have Access to Information or retain Disclosed Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Information are revoked, and (2) all Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor or its Subcontractors and/or all Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based

facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that Information cannot be read, or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the Information cannot be retrieved. Only the destruction of paper Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

- (c) Contractor shall provide NYSED with a written certification of, as applicable, (1) revocation of Access to Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Information held by the Contractor or Subcontractors to the contract at the address for notifications set forth in this contract.
- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will contractually prohibit its Subcontractors from the same.

9. Commercial or Marketing Use Prohibition.

Contractor agrees that it will not sell, use, or Disclose Student Data for a Commercial or Marketing Purpose and that it will contractually prohibit its Subcontractors from the same.

10. Encryption.

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect Information. Contractor must encrypt Information at rest and in transit in accordance with applicable New York laws and regulations.

11. Breach.

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

to notify NYSED shall be subject to a civil penalty pursuant to Education Law § 2-d. The Breach of certain Information protected by Education Law § 2-d may subject the Contractor to additional penalties.

12. Cooperation with Investigations.

Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

13. Notification to Individuals.

Where a Breach of Information occurs that is attributable to Contractor and/or its Subcontractors, Contractor shall pay for or promptly reimburse NYSED the full cost of NYSED's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law § 2-d and 8 NYCRR Part 121. NYSED will be reimbursed by Contractor within 30 days of a demand for payment under this section.

14. Termination.

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this contract to which this DPA is attached but shall terminate upon Contractor's certifying that it and its' Subcontractors, as applicable (a) no longer have the ability to Access any Information provided to Contractor pursuant to this contract to which this DPA is attached and/or (b) that Contractor and its' Subcontractors have destroyed all Disclosed Information provided to Contractor pursuant to this contract to which this DPA is attached.

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

1. Parent and Eligible Student Access.

Education Law § 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by NYSED. To the extent Student Data is held by Contractor pursuant to the Contract, Contractor shall respond within thirty (30) calendar days to NYSED's requests for access to Student Data necessary for NYSED to facilitate such inspection and review by a Parent or Eligible Student, and shall facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor or a Subcontractor directly to review any of the Student Data held by Contractor or a Subcontractor pursuant to the Contract, Contractor shall refer the Parent or Eligible Student to NYSED and notify NYSED.

2. Bill of Rights for Data Privacy and Security.

As required by Education Law § 2-d, the Parents Bill of Rights for Data Privacy and Security and the Supplemental Information for this contract is attached to and incorporated in this DPA as Exhibit 2 Contractor understands and agrees that, as an agreement with a third-party contractor who will receive Access to and/or Disclosure of Student Data, Education Law § 2-d requires NYSED to post Exhibit 2 to its website.

EXHIBIT 1 - Contractor's Data Privacy and Security Plan

Pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education, NYSED is required to ensure that all contracts with a third-party contractor that has Access to or receives Information include a Data Privacy and Security Plan. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to NYSED's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1. Contractor Name:

2. Outline how you will implement applicable data privacy and security contract requirements over the life of the Contract.

3. Specify the administrative, operational, and technical safeguards and practices that you have in place to protect Information.

4. Address the training received by your employees and any Subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of Information.

5. Outline how you will ensure that your employees and any Subcontractors are bound by written agreement to the requirements of this contract.

6. Specify how you will manage any data privacy and security incidents that implicate Information, including a description of any specific plans you have in place to identify data Breaches, unauthorized Access to Information and unauthorized Disclosure of Information, to meet your obligation to report such incidents to the NYSED.

7. If applicable, describe how Disclosed Information will be transitioned to NYSED when either (a) it is no longer needed by you to meet your obligations under this contract or (b) your authorization to Access Information or use Disclosed Information has terminated.

8. Describe your secure destruction and secure deletion practices and how you will certify to NYSED that all Access to Information has been revoked by you and, as applicable, your Subcontractors and that all Disclosed Information has been either securely deleted or securely destroyed by you and your Subcontractors.

9. Outline how your data privacy and security program/practices align with NYSED's applicable policies.

EXHIBIT 2 - Education Law § 2-d Bill of Rights for Data Privacy and Security and Supplemental Information for Contracts that Utilize Personally Identifiable Information

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A Student's Personally Identifiable Information ("Student PII") cannot be sold or released for any Commercial or Marketing purpose. Student PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR § 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Regulations of the Commissioner of Education at 8 NYCRR Part 121, FERPA at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300) protect the confidentiality of Student PII.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when Student PII is stored or transferred.
5. A complete list of all student data elements collected by New York State Education Department ("NYSED") is available at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of Student PII addressed. Complaints should be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if Student PII is either unlawfully accessed or unlawfully disclosed.
8. NYSED workers that have access to or receive disclosure of Student PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. NYSED contracts with vendors that receive Student PII will address statutory and regulatory data privacy and security requirements.

Supplemental Information

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, NYSED is required to post information to its website about its contracts with third-party contractors that will be provided Access to or receive Disclosure of Student Data and/or APPR Data.

1. Name of Contractor:

2. Description of the exclusive purpose(s) for which the Student Data and/or APPR Data will be used:

3. Type(s) of Data that Contractor will be provided Access to or Disclosure of:

Student Data Yes No

APPR Data Yes No

4. Contract Term:

Contract Start Date:

Contract End Date:

5. Subcontractor use and written agreement requirement:

Contractor will use Subcontractors Yes No

Contractor will not use Subcontractors Yes No

If Contractor plans to use Subcontractors, Contractor will not utilize Subcontractors without a written contract that requires the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the Contractor by state and federal laws and regulations and this contract.

Contractor agrees to bind its Subcontractors by written agreement. Yes No

Not Applicable because Contractor will not use Subcontractors. Yes No

6. Data Transition and Secure Destruction

Yes No Contractor agrees that the confidentiality and data security obligations under this DPA will survive the expiration or termination of this contract but shall terminate upon Contractor’s certifying, that Contractor and its Subcontractors:

- Are unable to Access any Information provided to Contractor pursuant to this contract
- Securely transfer Disclosed Student Data and APPR Data to NYSED, or at NYSED’s option and written discretion, a successor contractor in a format agreed to by the Parties.
- Securely delete and destroy Disclosed Student Data and APPR Data.

7. Challenges to Data Accuracy

Yes No Contractor agrees that parents, eligible students, teachers, or principals who seek to challenge the accuracy of Student Data or APPR Data will be referred to NYSED and if a correction to data is deemed necessary, NYSED will notify Contractor. Contractor further agrees to facilitate such corrections within 21 days of receiving NYSED’s written request.

8. Secure Storage and Data Security

Please indicate where Student Data and/or APPR Data will be stored:

Yes No Using a cloud or infrastructure owned and hosted by a third party.

Yes No Using Contractor owned and hosted solution

Yes No Other:

Please describe how data privacy and security risks will be mitigated in a manner that does not compromise the security of the data:

9. Encryption requirement

Contractor agrees that Student Data and APPR Data will be encrypted while in motion and at rest.

Yes No

10. Contractor Certification.

Contractor certifies that Contractor will comply with, and require its Subcontractors to comply with, applicable State and Federal laws, rules, and regulations and NYSED policies.

Contractor’s Name

Signature

Printed Name

Title

Date

Proposal Evaluation Rubric Score Sheet

2023-2028 Migrant Education Tutorial and Support Services (METS) Program Grant RFP

Applicant:		
Reviewer Initials:	Date Completed:	Score:
		/ 100

Directions for Raters: Each proposal will be evaluated by two reviewers. Raters are asked to evaluate each technical and budget component as listed in the RFP, using the scales provided below. Raters should independently read and score each proposal. The scores of the two reviewers will be averaged to obtain the final average score. A third review will be performed if there is a difference of fifteen points or more between the two scores. In cases where a third review is necessary, the two closest scores will be averaged to obtain the final average score. To review Sections 1-7, please refer to the **Proposal Evaluation Criteria**.

Rating Guidelines:

- Fully Met Requirements:** Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria as stated in the Grant RFP (pp. 30-40) are met. Well-conceived and thoroughly developed ideas.
- Mostly Met Requirements:** General but sufficient detail. Adequate information as to how the criteria as stated in the Grant RFP (pp. 30-40) are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.
- Partially Met Requirements:** Unclear and non-specific. Limited information is provided about approach and strategies. Lacks focus and detail, especially in relation to how the criteria as stated in the Grant RFP (pp. 30-40) are met.
- Does Not Meet Requirements:** Does not address the criteria as stated in the Grant RFP (pp. 30-40) or simply re-states the criteria. Provides inaccurate information or provides information that requires substantial clarification as to how the criteria are met.

Total of 100 points available. All applicants must receive a minimum score of 60 points to be considered for funding.

Section 1: Abstract (0 points, but required)

<p>(0 points, but required) Identify the METS region for which you are applying. Provide a concise one-page summary that describes the entire proposal. The summary should provide the reader a quick overview of the program, its vision, goals and objectives, implementation plan and strategies, and the evaluation plan.</p>	<p><input type="checkbox"/> Complete</p>	<p><input type="checkbox"/> Incomplete</p>
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Section 2: Need for Program (3 points)

	3 Points Fully Met Requirements	2 Points Mostly Met Requirements	1 Point Partially Met Requirements	0 Point Does Not Meet Requirements
<p>(3 points) Describe the needs and characteristics of the unique and mobile migrant-eligible children and youth, ages 3-21, within the designated METS region for which you are applying.</p>				
<p>COMMENTS:</p>				

Section 3: Program Activities (30 points)

3.1: Sections A-G (6 Points)

	6 Points Fully Met Requirements	4-5 Points Mostly Met Requirements	2-3 Points Partially Met Requirements	0-1 Point Does Not Meet Requirements
(6 points) for responses to Sections A-G on pages 31–33 in the RFP.				
COMMENTS:				

3.2: Sections H-1 (4 Points)

	4 Points Fully Met Requirements	3 Points Mostly Met Requirements	2 Points Partially Met Requirements	0-1 Point Does Not Meet Requirements
(4 points) for responses to Sections H-I on page 33 of the RFP.				
COMMENTS:				

3.3: Sections J (10 Points)

	9-10 Points Fully Met Requirements	6-8 Points Mostly Met Requirements	3-5 Points Partially Met Requirements	0-2 Points Does Not Meet Requirements
(10 points) Describe the program activities that will be implemented to meet the New York State Migrant Education Program (NYS-MEP) State Performance Targets (SPTs) and Measurable Program Outcomes (MPOs) indicated in the charts below for the following goal areas: <ul style="list-style-type: none"> • English Language Arts (ELA); • Mathematics; • Graduation Rate; and • Out-of-School Youth. 				
COMMENTS:				

3.3: Section K (10 Points)

	9-10 Points Fully Met Requirements	6-8 Points Mostly Met Requirements	3-5 Points Partially Met Requirements	0-2 Points Does Not Meet Requirements
(10 points) Describe program activities to be implemented seek to address the required program services and strategies in order to meet the performance outcomes as outlined in the chart on page 34 and in the State Service Delivery Plan (SDP). For the SDP, please refer to: https://www.nysmigrant.org/about				
COMMENTS:				

Section 4: Parent and Family Engagement – Activities A-I (10 points)

4.1: Sections A-C (3 Points)

	3 Points Fully Met Requirements	2 Points Mostly Met Requirements	1 Point Partially Met Requirements	0 Point Does Not Meet Requirements
(3 points) The proposed program conducts outreach to <u>all</u> migrant parents and families. Sections A-C on page 35 in the RFP.				
COMMENTS:				

4.2: Sections D-F (3 Points)

	3 Points Fully Met Requirements	2 Points Mostly Met Requirements	1 Point Partially Met Requirements	0 Point Does Not Meet Requirements
(3 points) The proposed program implements programs, activities, and procedures to engage migrant parents and family members. Sections D-F on pages 35–36 in the RFP.				
COMMENTS:				

4.3: Sections G-I (4 Points)

	4 Points Fully Met Requirements	3 Points Mostly Met Requirements	2 Points Partially Met Requirements	0-1 Point Does Not Meet Requirements
(4 points) The proposed program plans and implements such educational and supportive programs, activities, and procedures with meaningful consultation with parents of participating migrant children and youth. Sections G-I on page 36 in the RFP.				
COMMENTS:				

Section 5: Evaluation Plan – Activities A-D (7 points)

	6-7 Points Fully Met Requirements	4-5 Points Mostly Met Requirements	2-3 Point Partially Met Requirements	0-1 Point Does Not Meet Requirements
(7 points) A. Describe how the proposed program will assess progress made towards meeting the Migrant				

<p>Education Program’s (MEP) State Performance Targets (SPTs) and the Measurable Performance Outcomes (MPOs).</p> <p>B. Describe how the proposed program will assess progress made in meeting the strategies and performance objectives outlined in the approved ESSA Consolidated State Plan and the State Migrant Education Program’s (MEP) Service Delivery Plan (SDP).</p> <p>C. Describe how the proposed program will assess the impact of strategic tutoring and other evidence-based activities, strategies, and interventions, including support services, on student achievement and outcomes.</p> <p>D. Describe how the proposed program will use evaluation results to change or modify program activities and strategies that are not meeting program objectives and/or addressing the needs of migrant children and youth, as well as their families.</p>				
<p>COMMENTS:</p>				

Section 6: Background and Experiences – Activities A-G (5 points)

	5 Points Fully Met Requirements	3-4 Points Mostly Met Requirements	1-2 Point Partially Met Requirements	0 Point Does Not Meet Requirements
(5 points) Describe the sponsoring agency of the proposed program and its relevant staff members' background and experience in terms of the activities listed in the RFP on page 37-38.				
COMMENTS:				

Section 7: Organizational Capacity – Activities A-L (5 points)

	5 Points Fully Met Requirements	3-4 Points Mostly Met Requirements	1-2 Point Partially Met Requirements	0 Point Does Not Meet Requirements
(5 points) Describe how the sponsoring agency, and the proposed program, has the ability and organizational capacity to perform the activities A – L listed in the RFP on pages 38-39.				
COMMENTS:				

2023-24 Work Plan (20 Points)

<p>To operationalize the Proposal Narrative for the initial 12-month project period of September 1, 2023 to August 31, 2024, a detailed 2023-24 Work Plan is submitted (see Attachment C). The Work Plan template is to break down the goal-setting process for the first year of the project into smaller, more actionable steps, based on the requirements of the ESSA Consolidated State Plan and State Migrant Education Program Service Delivery Plan. This template helps with outlining what is needed to accomplish each goal, including:</p>				
	5-6 Points Fully Met Requirements	3-4 Points Mostly Met Requirements	2-3 Point Partially Met Requirements	0-1 Point Does Not Meet Requirements
(6 Points) Actionable Steps				
COMMENTS:				
	5 Points Fully Met Requirements	3-4 Points Mostly Met Requirements	1-2 Points Partially Met Requirements	0 Point Does Not Meet Requirements
(5 Points) Anticipated obstacles and solutions				
COMMENTS:				
	3 Points Fully Met Requirements	2 Points Mostly Met Requirements	1 Point Partially Met Requirements	0 Point Does Not Meet Requirements
(3 Points) Collaboration				
COMMENTS:				
	3 Points Fully Met Requirements	2 Points Mostly Met Requirements	1 Point Partially Met Requirements	0 Point Does Not Meet Requirements
(3 Points) Resources				
COMMENTS:				
	3 Points Fully Met Requirements	2 Points Mostly Met Requirements	1 Point Partially Met Requirements	0 Point Does Not Meet Requirements
(3 Points) Due date(s) or frequency				
COMMENTS:				

Form FS-10 Budget and Budget Narrative (20 Points)

Unallowable, unreasonable, and unnecessary expenditure(s), based on the requirements of the ESSA State Consolidated Plan and the State Migrant Education Program Service Delivery Plan (SDP), will be eliminated and reflected in the score of the budget. For additional information regarding budget submission, please refer to the [Fiscal Guidelines for Federal and State Grants](#).

Project budgets will be evaluated based on:

	5 Points Fully Met Requirements	3-4 Points Mostly Met Requirements	2-3 Points Partially Met Requirements	0 Point Does Not Meet Requirements
(5 Points) Detailed FS-10 Budget for the program period September 1, 2023 to August 31, 2024, including salaries for professional and support staff.				

COMMENTS:

	5 Points Fully Met Requirements	3-4 Points Mostly Met Requirements	2-3 Points Partially Met Requirements	0 Point Does Not Meet Requirements
(5 Points) Comprehensive proposed resource and expenditure plan (Budget Narrative) for the entire grant-funded program period. This Budget Narrative should reflect full and accurate projected costs for developing and implementing the program based on the Work Plan for the program period September 1, 2023 to August 31, 2024.				

COMMENTS:

	5 Points Fully Met Requirements	3-4 Points Mostly Met Requirements	2-3 Points Partially Met Requirements	0 Point Does Not Meet Requirements
(5 Points) The quality of the program design and efficient use of funds, as well as the clear alignment of the budget to the Work Plan based on the requirements of the ESSA Consolidated State Plan and State Service Delivery Plan (SDP).				
COMMENTS:				
	5 Points Fully Met Requirements	3-4 Points Mostly Met Requirements	2-3 Points Partially Met Requirements	0 Point Does Not Meet Requirements
(5 Points) The extent to which the expenditures and activities are supplemental and do not supplant or duplicate services currently provided.				
COMMENTS:				

SUMMARY:

	SECTIONS	POINTS
1	Abstract (0 points, but required)	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Need for Program (3 points)	/ 3
3	Program Activities (30 points) <ul style="list-style-type: none"> • 3.1: Sections A-G (/ 6 Points) • 3.2: Sections H-1 (/ 4 Points) • 3.3: Sections J-K (/ 20 Points) 	/ 30
4	Parent and Family Engagement – Activities A-I (10 points) <ul style="list-style-type: none"> • 4.1: Sections A-C (/ 3 Points) • 4.2: Sections D-F (/ 3 Points) • 4.3: Sections G-I (/ 4 Points) 	/ 10
5	Evaluation Plan – Activities A-D (7 points)	/ 7
6	Background and Experiences – Activities A-G (5 points)	/ 5
7	Organizational Capacity – Activities A-L (5 points)	/ 5
8	2023-24 Work Plan (20 Points)	/ 20
9	2023-24 FS-10 Budget and Budget Narrative (20 Points)	/ 20
GRAND TOTAL:		/ 100