

# Announcement of Funding Opportunity

RFP #GC23-015

## New York State Smart Scholars Early College High School (SS-ECHS) Program

<p><b>Purpose of Grant</b></p>	<p>To increase high school graduation and postsecondary degree completion rates among historically underrepresented and/or economically disadvantaged students by developing Smart Scholars Early College High School (SS-ECHS) Partnerships in New York State.</p> <p>Note: Currently funded Smart Scholars Early College High School (SS-ECHS) partnerships may apply to create a new Smart Scholars ECHS project, separate from currently operating projects; however, they may not apply to expand their current projects. Additionally, these funds are not meant to replace any previously awarded Smart Scholars ECHS projects.</p>
<p><b>Grant Term</b></p>	<p>March 1, 2024 – August 31, 2028</p>
<p><b>Project Description</b></p>	<p>Through the creation of Smart Scholars ECHS Programs consisting of partnerships between public school districts, BOCES, and eligible institutions of higher education (IHEs), historically underrepresented and/or economically disadvantaged students in Grades 9-12 will be provided additional counseling, academic support, and college courses that will be used to both meet the high school graduation/Regents diploma requirements and earn a minimum of 24 and up to 60 transferable college credits or an associate degree at no cost to their families. Ideally, the project will commit to fully implement the NYS SS-ECHS model beginning in 9<sup>th</sup> grade to assure that all students have a consistent, innovative program, a college-going culture, and that all core faculty can collaborate on SS-ECHS instructional and support services.</p>
<p><b>Eligible Applicants</b></p>	<p>Public school districts or BOCES must serve as the applicant/fiscal agent for this grant program. An exception will be made for applications from IHEs that currently serve as lead fiscal agent in an existing Smart Scholars ECHS partnership; those IHEs may serve as the applicant/fiscal agent for new projects proposed under this RFP, in which case they must be named on the cover page as the applicant (i.e., Research Foundation may be designated as fiscal agent but is not allowed to be named the lead applicant).</p> <p>To implement this grant program, the public school districts (or BOCES) must also be partnered in a formal agreement (MOU) with one or more institutions of higher education (IHEs). <b>Applications that do not include an MOU signed by all required partners will not be</b></p>

	<p><b>considered for funding.</b> Letters of support will not be accepted in lieu of a required partner’s signature on the MOU.</p> <p><b>If the lead applicant is a BOCES, at least one Target District served by the BOCES must join the partnership and sign the MOU. Additionally, more than 50% of the students who enroll in the consortium program must be from Target District(s).</b> Please see Section VI. Applicant and Partner Qualifications below for additional information.</p> <p>IHEs must be public (SUNY/CUNY), private, or independent degree-granting colleges and universities whose programs are registered with the New York State Education Department (NYSED).</p> <p>Note: For-profit institutions of higher education are not eligible to serve as a higher education (IHE) partner. Additionally, either the public school district, BOCES, or IHE partner may serve as the lead implementation partner for this grant program.</p>
<p><b>Amount of Funding</b></p>	<p>Estimated Funds Available: \$22,500,000 over the grant cycle (March 1, 2024 – August 31, 2028), contingent on availability of funds after the Planning Period. The planning period is defined by the amount of time needed from the time of award notification and the time a project begins implementation of the SS-ECHS program on September 1, 2024. Regardless of the amount of planning time needed, all programs must meet the pre-launch criteria set forth by the New York State Education Department (e.g., see Section XVI. Required Reports; Accountability Section).</p>
<p><b>Sub-contracting</b></p>	<p>Subcontracting will be limited to twenty-five percent (25%) of the annual contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel; it does not include service contracts between members of the partnership. Services provided by collaborators, such as community-based organizations (CBOs) and local businesses, will be subject to the 25% limitation. This limit applies to subcontracting carried out by the applicant and members of the partnership. It is the responsibility of the applicant/fiscal agent to ensure that the aggregate total subcontracting carried out by the applicant/fiscal agent and the partners does not exceed the 25% subcontracting limit.</p>

	The fiscal agent/ applicant must provide at least 50% of direct program services.
<b>Mandatory Application Requirement</b>	<b>Applications that do not include an MOU signed by the Chief Official – or their designee – of all required partners will not be considered for funding.</b>
<b>Non-Mandatory Notice of Intent</b>	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 November 20, 2023. Please send the NOI to <a href="mailto:ECHSRFP@nysed.gov">ECHSRFP@nysed.gov</a> .
<b>Pre-qualification Requirement</b>	The State of New York has implemented a statewide prequalification process (described on the <a href="#">New York State Grants Management website</a> ) designed to facilitate prompt contracting for not-for-profit vendors. All not-for-profit vendors are required to prequalify prior to grant application. This includes all currently funded not-for-profit institutions that have already received an award and are in the middle of the program cycle. The prequalification must be completed by all not-for-profit institutions prior to application in order to receive an award under this RFP. Please review the additional information regarding this requirement in the Prequalification for Individual Applications section below (beginning on page 33).

<b>Application Deadline</b>	<p>Submit one (1) original and two (2) paper copies (both the narrative application and the budget/budget narrative, and M/WBE documents) as well as one electronic copy of the complete application on flash drive to the following address:</p> <p>New York State Education Department  Attention: NYS ECHS RFP  Office of Postsecondary Access, Support and Success  89 Washington Ave., Rm. EBA 971  Albany, NY 12234</p> <p><b>Applications must be postmarked by December 5, 2023.</b></p>
<b>Planning Phase</b>	March 1, 2024 – August 31, 2024
<b>Implementation Period</b>	September 1, 2024– August 31, 2028
<b>Questions and Answers</b>	<p>All questions about this RFP must be submitted via e-mail to <a href="mailto:ECHSRFP@nysed.gov">ECHSRFP@nysed.gov</a> by October 30, 2023. A complete list of Questions and Answers will be posted no later than November 14, 2023, on the NYSED <a href="#">ECHS webpage</a>:</p>
<b>State Education Department Contacts</b>	<p>Program: Adrienne Day, <a href="mailto:ECHSRFP@nysed.gov">ECHSRFP@nysed.gov</a></p> <p>Fiscal: Thomas McBride, <a href="mailto:ECHSRFP@nysed.gov">ECHSRFP@nysed.gov</a></p> <p>MWBE: Brian Hackett, <a href="mailto:ECHSRFP@nysed.gov">ECHSRFP@nysed.gov</a></p>

**The University of the State of New York  
THE STATE EDUCATION DEPARTMENT  
Office of Access, Equity & Community Engagement Services  
Office of Postsecondary Access, Support and Success  
89 Washington Avenue, Room EBA 960  
Albany, NY 12234**

**Guidelines for Submission of the  
Smart Scholars Early College High School (SS-ECHS) Partnership Program  
for the period of 2024-2028**

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# Smart Scholars Early College High School Program (SS-ECHS) 2024-2028 Application Guidance

## I. Definitions of Frequently Used Terms

**Academically At-Risk:** Students who are deemed to have a higher likelihood of struggling academically, dropping out of school, or not reaching other education-related goals, such as post-secondary school attainment.

**Academic Year:** The two regular semesters, three trimesters, or required equivalent arrangement normally occurring between August and June.

**Business Partner / Industry Partner:** The applicant may choose to collaborate with one or more business partners to provide direct career support to participants—including site visits, mentorship of students, job shadowing opportunities, project-based learning, skills development, and access to paid internships.

**Chief Official:** The Institution of Higher Education’s President or School District’s Superintendent/NYC Chancellor.

**Cohort:** For SS-ECHS reporting purposes, students who are entering grade 9 for the first time form a student cohort. Students who drop out of the program remain in the cohort—that is, the denominator of the cohort credit accumulation rate calculation—and any credits they accumulated while in the program are included in the numerator.

**College-Going Culture:** College-Going Culture refers to the environment, attitudes, and practices in schools and communities that encourage students and families to obtain the information, tools, and perspective to enhance access to and success in post-secondary education. (<https://cep.berkeley.edu/college-going-culture-2>)

**Community-Based Organization (CBO):** An eligible CBO collaborator will be a private non-profit 501(c)3 organization that is representative of a community or significant segments of a community and which provides educational or other related basic human services to individuals in the community.

**Domicile:** For the purposes of NYS residency determination for NYS SS-ECHS, a permanent residence or domicile shall mean the person’s legal home. A person may have more than one residence; however, they will have one domicile or permanent residence. The permanent residence or domicile (rather than the temporary residence) controls the jurisdiction for taxation and for the exercise of legal rights.

**Economically Disadvantaged:** For the purpose of the NYS SS-ECHS program, an economically disadvantaged student is a student who participates in, or whose family participates in, economic assistance programs such as:

- Free or Reduced-Price Lunch Program (Note that the United States Department of Agriculture has authorized the use of eligibility in free and reduced-price lunch programs to identify students from low-income families for Title I reporting purposes.)
- Social Security Insurance (SSI);
- Supplemental Nutrition Assistance Program (SNAP);
- Foster Care;
- Refugee Assistance (cash or medical assistance);
- Earned Income Tax Credit (EITC);
- Home Energy Assistance Program (HEAP);
- Safety Net Assistance (SNA);
- Bureau of Indian Affairs (BIA); or
- Family Assistance: Temporary Assistance for Needy Families (TANF).

For districts participating in the Community Eligibility Option (CEO), identify only those students who would qualify to participate in the federal Free Lunch Program independent of CEO. For example, do not identify students who participate in the federal Free Lunch Program solely because the LEA is CEO eligible. Please consult the NYSED's Office of Child Nutrition Program Administration for guidelines. If one student in a family is identified as low income, all students from that household (economic unit) may be identified as low income. Once admitted, a student may continue to receive supportive services as needed, even if the family income rises above the current eligibility standards.

**Eligible Applicant:** A single NYS public school district or BOCES must serve as the applicant/fiscal agent for the application. An exception will be made for applications from IHEs that currently serve as lead fiscal agent in an existing Smart Scholars ECHS partnership. The public school district or BOCES **must** be partnered in a formal agreement (MOU) with one or more institutions of higher education (IHEs). See Section VI. Applicant and Partnership Qualifications.

**Eligible Student:** Any student at a NYS public high school that offers a Smart Scholars ECHS program. At least 75% of the SS-ECHS enrolled students must be economically disadvantaged, and/or from groups that are historically underrepresented in postsecondary education and/or academically at-risk.

**First Generation College Goer:** A student from a family in which neither parent (whether natural or adoptive) has completed postsecondary education.

**Historically Underrepresented:** "Underrepresented" in higher education refers to student groups that are disproportionately lower in number relative to their number in the general population, and "historically" means that this is a ten-year or longer trend. For the purposes of this RFP, the following students are considered historically underrepresented: African American/black,

Hispanic/Latino(a)(x), American Indian or Alaskan native; first generation college goers; students with disabilities; or students academically at-risk.

**Implementation Lead:** The grant partner that is responsible for coordinating and overseeing the planning and implementation of the program. The implementation lead may be either a school district, a BOCES or an IHE partner.

**Industry Partner / Business Partner:** The applicant may choose to collaborate with one or more business partners to provide direct career support to participants—including site visits, mentorship of students, job shadowing opportunities, project-based learning, skills development, and access to paid internships.

**Key Leadership Staff:** School principal, project director, or project coordinator.

**Memorandum of Understanding (MOU):** An MOU is a written document or agreement between the school district and the IHE partner(s) that delineates all roles and responsibilities to which the parties will commit in the contract resulting from this RFP. The IHE must agree in the MOU to accept all credits earned at their institution by students completing this program. Business Partner / Industry Partner and/or Community-Based Organization(s) (CBOs) should be incorporated in the MOU, if applicable, with all roles and responsibilities to which the parties will commit in the contract resulting from this RFP. See ATTACHMENT V – Sample Memorandum of Understanding.

**New York State Residency:** The student is a resident of the State if his/her domicile is in New York State **and**, for the purposes of this RFP, he/she is enrolled in an eligible NYS public school (i.e., SS-ECHS) in grades 9 through 12.

**Prioritization of Awards:** Priority will be given to proposals from sending schools with a cohort high school graduation rate below 87% based on the 4-year cohort graduation rate for the 2021-22 school year (August) [published annually](#) by NYSED (see <https://data.nysed.gov/>). Should there be applicants who have graduation rates higher than 87% and there is availability of resources to fund such projects, such projects will also be considered.

**Program Year:** For purposes of this RFP, the period of September 1 through August 31 constitutes a program year.

**State Fiscal Year:** The accounting period for the New York State government that begins on April 1 and runs through March 31.

**Students with Disabilities:** A student must be determined to: (1) have a physical or mental impairment that substantially limits one or more major life activities; or (2) have a record of such impairment; or (3) be regarded as having such impairment. For purposes of this RFP, major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. “Substantially limited” generally means

that a person is unable to perform a major life activity that the average person in the general population can perform. Mitigating or corrective measures such as medication or corrective lenses may be considered when determining whether a person is substantially limited.

**Target Districts:** Districts identified as Target Districts by the Office of Accountability for the 2022-2023 school year. [Target Districts are identified based on school performance](#). Applications that will have greater than 50% of their students enrolled from a Target District(s) – will receive a 2-point bonus. A list of the eligible Target Districts is included as **ATTACHMENT XII**.

**Target Population:** A student who is economically disadvantaged or from a group that is historically underrepresented in postsecondary education and/or academically at risk.

## II. Description of Program Objectives and Background

New York State has been part of the Early College High School (ECHS) movement since its inception in 2002. In 2009, the New York State Board of Regents launched the Smart Scholars ECHS (SS-ECHS) Program as a strategy to close the high school and college achievement gaps in New York State. Students who are from groups historically underrepresented in postsecondary education, academically at-risk, and/or economically disadvantaged are the target population served by an SS-ECHS. Essential components of the program include an active partnership between a school district and an institution of higher education (IHE) to provide an integrated high school and college curriculum, and the academic and social supports the target student population needs to graduate from high school on time with a Regents diploma and at least 24 or up to 60 transferable college credits, at no cost to their families. Successful SS-ECHS students graduate prepared to complete a postsecondary degree on time or early, with no need for remedial courses.

NYSED now seeks to further expand SS-ECHS Programs in New York State through the creation of the additional SS-ECHS Partnerships. The SS-ECHS Program will provide students the opportunity and support to complete a minimum of 24 and up to 60 transferable college credits or an associate degree by the time they graduate from high school. Through this Request for Proposals (RFP), NYSED seeks proposals from New York State Public School Districts (or BOCES, when applicable) in partnership with IHEs for the development and operation of Smart Scholars Early College High School programs. The SS-ECHS partnership must include an IHE partner(s). The SS-ECHS program will potentially save students one to two years of time at college and college expenses needed to complete a postsecondary degree.

Community-based organizations (CBOs) providing support services for high-need communities and businesses or industry entities that have a presence in the community of the proposed SS-ECHS are also encouraged to participate as collaborators in the program in support of the partnerships

between the schools and the colleges. However, CBOs and businesses/industry entities are not eligible to apply as a lead fiscal agent or lead implementation partner under this RFP.

NYS SS-ECHS grant recipients will be expected to participate in a program evaluation process that is based on performance targets, as described in the **Accountability** section of this RFP. Furthermore, continued funding past the planning year and implementation years will be contingent on satisfactory reporting, the achievement of annual performance benchmarks and the availability of funds.

### **III. Scope of Services**

The state-wide purposes of the New York State Smart Scholars Early College High School Program are to increase the number of students who complete a postsecondary degree without the need for remedial courses, especially among **eligible students** who are historically underrepresented, and/or economically disadvantaged.

There are three critical objectives of the New York State Smart Scholars Early College High School Program:

- A. Eligible students will be provided a high school curriculum whose core high school courses are aligned with the partner IHE's introductory level courses, and additional academic and counseling support in 9th through 12th grade. Smart Scholars students will be served for the full-day, ideally beginning in 9th grade, to assure that all students have a consistent, innovative program, a college-going culture, and all core faculty have the opportunity to collaborate on SS-ECHS instructional and support services.
- B. Eligible students in Grades 9 – 12 will be provided academic and career counseling beyond what they would ordinarily receive in their designated high school.
- C. Eligible students in Grades 9 – 12 will be provided college courses to earn at least 24 and up to 60 transferable college credits or an associate degree from a partner IHE by the time they graduate from high school while also meeting the high school graduation/Regents diploma requirements.

### **IV. Detailed Requirements/Specifications**

**The NYS Smart Scholars ECHSs to be funded under this RFP will possess the following required elements:**

- A.** A Steering Committee, with the support and participation of key leadership at each partner, will demonstrate success in planning and developing a course of study for the program and an ongoing plan to meet, address any issues, identify resources, and respond to emerging opportunities. The steering committee must include representation from all K-12 and IHE partners (and industry partner(s)/CBOs, if applicable), who will collaborate and plan to implement the SS-ECHS.
- B.** The target population is high school students who are economically disadvantaged, and/or from groups that are historically underrepresented in postsecondary education and/or academically at-risk. 75% of the SS-ECHS enrolled students must meet these targeted eligibility requirements.
- C.** Ideally, eligible students enter the SS-ECHS in the 9th grade. All participants must complete the SS-ECHS program in four years. The SS-ECHS program does not extend the senior year of high school into a 5th year or longer. SS-ECHS students should graduate from high school within four years.
- D.** The SS-ECHS is a stand-alone school or an autonomous academy or a small learning community within a school where students are teamed for at least their core subjects.
- E.** All students enrolled in the SS-ECHS program must participate in a summer program on the partner IHE campus. A summer program may be offered to more than one grade level; however, one should be offered at least the summer prior to the first school year that students take college courses on the partner IHE campus. Its duration should be at least three weeks to provide an orientation to the campus and help promote a college-going culture. The summer program may be of a longer duration and include one or more college courses.
- F.** If the SS-ECHS is not located on the partner IHE's campus, all students should take at least three of their college courses on the partner IHE campus. For SS-ECHS programs in which students earn an associate degree, students must take at least six of their college courses on the partner IHE campus (or meet the IHE's pertinent "Residency Requirements").
- G.** The SS-ECHS's K-12 and IHE partners demonstrate a commitment to collaborate to provide students with intense academic and counseling supports and career counseling during the 9th and 10th grade to promote readiness for college courses by 10th grade or earlier, and a college-going culture. These supports continue throughout the students' high school tenure to ensure their mastery of college-level work and readiness to complete a postsecondary degree.

- H.** Students are provided with at least 90 hours of extended learning time in every project implementation year (e.g., academic interventions, tutoring, extra help).
- I.** Over the five-year grant cycle, projects should create a plan for how SS-ECHS professional development days will be provided for high school staff involved in SS-ECHS. Ideally, this professional development would focus on secondary – postsecondary curriculum alignment, developing a college-going culture, and any other needs deemed necessary by the partnership. Target faculty and administrators from the partner IHE(s) should also participate in these professional development activities.
- J.** There is an academic plan in place (or developed during the first grant period, i.e., the planning phase) that seamlessly aligns the secondary and postsecondary curriculum, and enables students to earn a Regents diploma and a minimum of 24 and up to 60 transferable college credits or an associate degree within four years of high school, through guided pathways to postsecondary degrees (i.e., 4-year scope and sequence).
- K.** No remedial or developmental college courses can be paid for using SS-ECHS funds.
- L.** All college courses offered to SS-ECHS students are offered at no cost to the students' families.
- M.** Only accredited colleges/universities whose academic programs are registered by the New York State Education Department, Office of College and University Evaluation will award college credit and degrees earned in this program. (<http://www.nysed.gov/heds/irpsl1.html>)
- N.** All college courses offered to SS-ECHS students have course numbers and titles listed in the partner IHE catalog, and the New York State Education Department's Inventory of Registered Programs (IRP). These courses use the same syllabi and are assessed by the same tools used for traditional students matriculated at the IHE.
- O.** The instructors for the college-level courses provided to the SS-ECHS students are either faculty at the partner IHE, adjunct faculty at the partner IHE, or teachers at the SS-ECHS who have undergone a vetting process that is comparable to that of traditional faculty and/or adjuncts at the partner IHE conferring the college credit.
- P.** The SS-ECHS partners are committed to supporting the sustainability of SS-ECHS in New York State by participating in professional development, data collection, and program evaluation organized and/or endorsed by NYSED.

- Q.** To implement a NYS Smart Scholars Early College High School, fully executed MOUs, establishing roles and responsibilities between the K-12 (or BOCES, when applicable) and IHE partners, and reflecting the above design elements must accompany the proposal. A provision for the IHE partner to collect and share with NYSED data on the progress of SS-ECHS students who matriculate at their institution must be included in the MOU. Applications that do not include an MOU signed by the Chief Official -- or their designee -- of all partners will not be considered for funding. Letters of support will not be accepted in lieu of a partner's signature on the MOU. The fiscal agent and implementation lead must be clearly identified in the MOU. (MOU Content: The MOU must contain all language in the template (**Attachment V**) and outline each member's roles and responsibilities in the project. All parties to the MOU must demonstrate the commitment of the organization's top leadership to support program implementation, identify resources, and resolve any policy or regulatory issues. Insertion of contingency clauses to the MOU which allow for any of the partners to rescind their full commitment during the grant cycle will be grounds for disqualification of the application. See sample provided in Attachment V.)
- R.** By the end of this funding period, each Smart Scholars Early College High School must have a partnership that gives every non-Smart Scholars student in the school(s) access and the opportunity to obtain at least one college credit including but not limited to an Early College High School, Dual Enrollment, or Advanced Placement Courses. Such programming shall not be funded by this award (SS-ECHS). Such requirement shall be evidenced by an annual attestation by the Superintendent of Schools.
- S.** Any change in the structure or key leadership staff of the SS-ECHS project must be subject to the review and approval of NYSED (e.g., changes in school principal or project director/coordinator).

**Priority Features That Can Earn Bonus Points:**

NYSED will give priority, by the assigning of bonus points, to proposals that include one or more of the following elements:

- 2 Bonus Points: The majority of the students (i.e., greater than 50% of the students) are enrolled from one or more Target Districts. The same requirements apply to consortium and BOCES applicants.
- 2 Bonus Points: The lead applicant is a lead or partner in an existing SS-ECHS project that can demonstrate its graduates have earned an average of 24 or more college credits for at least 2



years prior to September 1, 2022, and demonstrate at least 95% annual grade-to-grade promotion rate through senior year.

- 3 Bonus Points: Project partners with at least one school district located in a Gun Involved Violence Elimination (G.I.V.E.) focal area with a 2019-20 economically disadvantaged student rate above the State average of 55.6% (see Attachment XIII for the list of school districts).
- 3 Bonus Points: Project focuses on computer hardware and software engineering. .

Note: Bonus points cannot be counted unless the proposal score (excluding bonus points) exceeds the minimum scoring threshold of 60.

#### **Location of SS-ECHS:**

For an optimal pre-college experience, SS-ECHS projects not located on a partner IHE campus must be located close enough for the district partners to transport students for classes and activities. To accomplish this, the SS-ECHS and partner IHE(s) should be no more than a 45-minute driving distance from each other.

#### **V. Performance Standards**

During the implementation years, projects that do not meet 95% of their enrollment targets will have their funding for that grant year reduced based upon actual enrollment, as follows. The ECHS program will submit a roster of students enrolled as of the first Wednesday in October (BEDS Day) of the project year. This roster will be due by November 1 of the project year. Each implementation year, the number of students listed in this roster will be compared against the number of students proposed to be served in the approved budget. If the current roster is less than 95% of the number set forth in the proposed budget, the grantee's budget will be proportionally reduced by the percentage of the deficiency from the proposed budget. For example: if the actual roster is 80% of the projected number, the grantee's budget may be reduced by 20% in the year of the deficiency.

A portion of the project funds may be withheld if timely expenditure and performance reporting and adequate student progress are not met. Late reporting in any project year may result in the withholding of the final project payment until all reports due that project year have been submitted, reviewed and approved. Adequate student progress will be assessed in accordance with the following standards. Penalties may result for projects not meeting college credit attainment goals. The student demographics and outcomes below have been identified as

standards for NYS Smart Scholars Early College High Schools. NYSED reserves the right to modify any or all standards.

- A.** Greater than 75% of the students are economically disadvantaged and/or from groups that are historically underrepresented in postsecondary education and/or academically at-risk.
- B.** Students achieve a grade-to-grade promotion rate of 95% annually.
- C.** SS-ECHS credit attainment goals:
  - 1. 90% of SS-ECHS students are on track to earn at least 15% of the target college credit attainment goal for the individual program which they are enrolled in by the beginning of their junior year of high school. In order to qualify for funding, programs must offer college level coursework equivalent to no less than 24 college credits.
  - 2. 80% of SS-ECHS students are on track to earn at least 50% of the target college credit attainment goal for the individual program which they are enrolled in by the beginning of their senior year of high school.
  - 3. At least 75% of SS-ECHS students are on track to earn 100% of the target college credit attainment goal for the individual program which they are enrolled in by graduation from high school.
- D.** Students achieve an attendance rate of 95% annually.
- E.** At least 90% of SS-ECHS students who started in the 9th grade earned their Smart Scholars HS diploma.

Programs will use the College Credit Accumulation Plan (Attachment VII) to indicate the target average number of transferable college credits their students will earn at each grade level. This plan should illustrate how students will earn at least 24 non-remedial college credits by the end of their senior year.

Projects that do not meet minimum Performance Standards in any year of programming may be placed on "Warning". Projects that do not meet minimum Performance Standards in two consecutive years of programming may be placed on Probation. Projects on probation for two or more years consecutively could be recommended for Phase Out. Phase out means to cease recruitment of new students, progressively decrease annual enrollment, and a reduction in the annual award amount until NYSED closes the project.

## VI. Applicant and Partnership Qualifications

Public school districts, especially Target Districts and those serving students from groups that are historically underrepresented in postsecondary education and/or economically disadvantaged, in partnership with IHEs, are eligible to apply for this grant program. A BOCES may also participate as a partner in this grant program. With the possible exception outlined in the next paragraph, school districts or BOCES must serve as the fiscal agent. If the lead applicant is a BOCES, at least one Target District served by the BOCES must join the partnership and sign the MOU. Contingent on satisfactory performance and available funds, the grant program will support successful applicants from March 1, 2024 - August 31, 2028. This timeframe will see programs through their first graduating class of students.

Exception: An IHE that currently serves as lead fiscal agent in a Smart Scholars ECHS partnership may serve as the applicant/fiscal agent for a new project proposed under this RFP, if the K-12 partner(s) agree.

Currently funded Smart Scholars Early College High School (SS-ECHS) partnerships may apply to create a new Smart Scholars ECHS project, separate from currently operating projects; however, they may not apply to expand their current projects. Additionally, these funds are not meant to replace any previously awarded Smart Scholars ECHS projects.

**A. Eligible applicants** will be New York State public school districts (“school districts”), BOCES, or IHEs currently serving as the fiscal agent in existing Smart Scholars ECHS partnerships, applying on behalf of a partnership, which must include:

1. **K-12:** A single school district or a BOCES must serve as the applicant/fiscal agent for the application. The exception is IHEs that currently serve as lead fiscal agent in a Smart Scholars ECHS partnership; that IHE may serve as the applicant/fiscal agent for a new project proposed under this RFP, if the K-12 partner(s) agree.

**NOTE:**

- a. Public charter schools and non-public schools are not eligible to apply for these funds or participate in this program.
- b. Individual school buildings may not apply for this grant.
- c. A public school district may not apply for NYS SS-ECHS Program funds to support:
  - a currently funded NYS P-TECH program,
  - a potential new six-year P-TECH model program,
  - an existing SS-ECHS project,

- another similar program supported in whole or in part by NYS funds.

**2. Institutions of Higher Education (IHEs):** An eligible IHE is a New York State, two- or four-year college or university that is:

- a. Recognized by the United States Department of Education (USDE),
- b. Accredited by an appropriate accrediting body, and
- c. Offering academic programs registered by the New York State Education Department, Office of College and University Evaluation (listed on the [NYSED website](#)).

**NOTE:**

- a. For-profit institutions of higher education are not eligible to serve as a higher education partner.
- b. A fully executed MOU must be submitted with the application for this grant program.

***Applications that do not include an MOU signed by the Chief Official -- or their designee -- of all required partners will not be considered for funding. Letters of support will not be accepted in lieu of a partner's signature on the MOU.***

**B. Collaborators and Partners**

**1. Business/Industry Entity:** Applicants may include one or more New York State businesses/industry entities as collaborators for their SS-ECHS. The business or industry entity must be located in the community of the SS-ECHS and must offer opportunities for students to learn about careers.

**2. Community-Based Organizations:** An eligible partnership may also include as collaborators one or more local 501(c)3 community-based organizations (CBOs).

**NOTE:** Neither CBOs nor businesses are eligible to apply as a lead fiscal agency or lead implementation partner under this RFP. Both CBOs and businesses are subject to the 25% subcontracting limitation.

**C. Implementation Lead**

Each partnership will designate one partner as the implementation lead in the MOU. The implementation lead entity may be a K-12, BOCES, or higher education partner. The implementation lead shall be the partner that is responsible for coordinating and overseeing

the planning and implementation of the program. The implementation lead need not be the same as the school district (or, as may be the case of an existing SS-ECHS, the IHE) serving as fiscal agent/applicant. A school district, a BOCES, or an IHE partner may serve as lead implementing partner. Business entities, Research Foundations, and CBOs may not serve as the implementation lead.

The implementation lead must meet the following requirements:

1. Must be recognized in the MOU by all partners as the lead agency;
2. Must identify key existing staff to coordinate planning and operations;
3. Must convene all partners, coordinate the planning process, and oversee student and staff recruitment and program implementation;
4. Working with the fiscal agent and all other partners under the MOU, must coordinate management of the partnership, with particular attention to such issues as transportation, tuition, and data collection and submission; and
5. Must participate in annual trainings provided by NYSED.

## **Responsibilities of Partners**

**K-12:** Essential responsibilities of K-12 partners include:

1. Committing to fully implement the NYS SS-ECHS model and serving all students for the full day. The lead applicant must also commit to fully implementing all aspects of this RFP, which includes serving high school students and ensuring that all students have a documented coherent, consistent, and innovative program which fosters a college-going culture and provides all core faculty with the opportunity to collaborate and focus on SS-ECHS instructional and support services;
2. Forming a strong partnership, documented in a formal agreement (MOU), with the higher education partner(s), and any business/community collaborators;
3. Recruiting historically under-represented and/or economically disadvantaged students for enrollment;
4. Identifying/employing school leaders who have demonstrated the ability to drive exceptional student outcomes; are dedicated to working with under-served students and their families; and can provide the leadership skills essential for program success;

5. Working with higher education partner(s) to develop a seamless scope and sequence of courses that enable all students to earn at least 24 and up to 60 transferable college credits or an associate degree;
6. Establishing a college-going culture for all students that ideally begins on the first day of 9<sup>th</sup> grade and continues throughout all four years of the SS-ECHS program, engaging students in instruction on key “college knowledge”, academic and personal behaviors such as time management, collaboration, problem-solving, leadership, study skills, communication, and tenacity. Program orientation should be introduced in the summer prior to 9<sup>th</sup> grade, including but not limited to tutoring, trainings, workshops, and 1- to 3-credit college courses, which should not begin later than the 10<sup>th</sup> grade;
7. Preparing students for college-level coursework from the 9<sup>th</sup> grade level, including college entry-level English and mathematics, so remedial coursework at the post-secondary level is not necessary;
8. Preparing students for careers through a program of career awareness, exploration and preparation that is coordinated with the 9<sup>th</sup> – 12<sup>th</sup> grade curriculum in collaboration with the IHE partner(s) and any business partners;
9. Collaborating with the IHE partner(s) to provide students with guidance as to how the 24 or more college credits or associate degree they earn will transfer to the partner IHE(s) or other IHEs in the State to complete a postsecondary degree;
10. Providing relevant and ongoing professional development for the principal/school leader and all participating teachers, including support and frequent exchanges with one another as well as with faculty and administrators from the partner IHE(s) during the school year; and
11. Maximizing available funding streams (in addition to the State appropriation), such as federal School Improvement Grants, to support the needs of participating students.

**Higher Education:** *Essential responsibilities of higher education partners include:*

1. Forming a strong partnership, documented in a formal agreement (MOU), with the K-12 partners, BOCES (if applicable), any other IHE partners, and any business/community collaborators;

2. Identifying appropriate coursework and experiences to introduce students to college course work beginning as early as the summer prior to 9th grade. Coursework should not begin later than the 10th grade;
3. Identifying appropriate college courses to include in the program's scope and sequence, ensuring that students can earn a minimum of 24 and up to 60 college credits or an associate degree that will enable students upon graduation to matriculate at the partner IHE or another IHE with advanced standing and complete a postsecondary degree;
4. Working with the K-12 partners to determine which courses will be taught by college faculty, which by high school teachers with adjunct status, and which by a combination of the two (and ensuring the appropriate college-level rigor of courses taught by adjunct faculty);
5. Collaborating with high school faculty, any other IHE partners and any business partners to ensure that high school course content will prepare students for college work and career;
6. Collaborating with high school faculty and any other IHE partners to develop innovative approaches for early diagnosis and interventions for students who require additional academic assistance. (Please note: Funds for this program cannot be spent on college remedial coursework; therefore, all high school coursework should prepare students to seamlessly enter college-level courses.);
7. Maintaining student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students (e.g., program of study requirements for students participating in SS-ECHS must be maintained for students who matriculate in later years);
8. If tuition costs are not waived for the program, then IHE partner(s) will establish and maintain a set discounted tuition rate to be charged to the grant for enrolled Smart Scholars ECHS students;
9. Committing to maximize available funding streams (in addition to the State appropriation) and waive or reduce tuition costs per credit for all SS-ECHS college courses to no more than existing "college in the high school" rates (i.e., partner IHEs must use "college in the high school" rates for Smart Scholars students if offered at the IHE to other high school students);

10. Providing dedicated staff to work on the initiative, including a College Liaison who has the authority to coordinate with the school on the college/university partner's behalf;
11. Committing to accept all college credits earned at their institution by SS-ECHS graduates, to enable graduates to complete a postsecondary degree in a timely manner; and
12. Committing to collect data to monitor the progress of SS-ECHS graduates who matriculate at the partner IHE, and to share these data with NYSED.

**Business Partner (if applicable): Essential responsibilities of the Business Partner include:**

1. The business/industry partner(s) is required to provide a variety of services for SS-ECHS participants, such as site visits, mentorship of students, job-shadowing opportunities, project-based learning opportunities, skills development, and internships for all student participants.

In addition, all partners must commit to participate in a statewide network of NYS SS-ECHS schools and to working with colleagues to share expertise and experience on the development of the NYS SS-ECHS model, as well as pertinent resources, tools and strategies.

**NYSED CONSORTIUM POLICY for State and Federal Discretionary Grant Programs:**

NYS SS-ECHS applicants/participants will form a partnership to apply for funds under this grant program. To do so, the partnership must meet the following requirements:

The partnership must designate the school district (or BOCES, if applicable) to serve as the applicant and fiscal agent for the grant. The exception is IHEs that currently serve as lead fiscal agent in a Smart Scholars ECHS partnership; that IHE may serve as the applicant/fiscal agent for a new project proposed under this RFP, if the K-12 partner(s) agree.

All other members of the partnership must be eligible participants as well, per the definition provided in this RFP (See Applicant and Partnership Qualifications section above). In the event a contract is awarded, the contract will be prepared in the name of the applicant agency/fiscal agent, not the partnership, since the group may not be a legal entity.

Furthermore, the applicant agency/fiscal agent must meet the following requirements:



1. Must receive and administer the grant funds and submit the required reports to account for the use of contract funds.
2. Must require partners to sign an agreement (MOU) with the fiscal agent that specifically outlines all services each partner agrees to provide. (See **Eligibility: Definitions, and Attachment V, Memorandum of Understanding.**)
3. The fiscal agent must provide direct services connected to the grant and cannot act as a flow-through for contract funds to pass to other recipients. NYSED has established 50% of direct services be provided by the fiscal agent for this grant program.
4. The fiscal agent is PROHIBITED from sub-granting contract funds to other recipients. The fiscal agent is permitted to contract for services with other partners, collaborators, or consultants to provide services that the fiscal agent cannot provide itself.
5. Must be responsible for the performance of any services provided through funds awarded under this grant by the partners, consultants, or other organizations.

## **VII. Timeline and Calendar Events**

### **A. Dates for Question Submission and Agency Response**

All questions about this RFP must be submitted via e-mail to [ECHSRFP@nysed.gov](mailto:ECHSRFP@nysed.gov) by October 30, 2023. A complete list of Questions and Answers will be posted to the [NYSED SS ECHS webpage](#) no later than November 14, 2023.

### **B. Date for Submission of Proposals**

Submit one original and two (2) paper copies (both the narrative application and the budget/budget narrative, and M/WBE documents) as well as one electronic copy of the complete application on flash drive to the following address:

New York State Education Department  
Attention: NYS Smart Scholars ECHS GRANT  
Office of Postsecondary Access, Support and Success  
89 Washington Ave., Rm. EBA 960  
Albany, NY 12234

**Applications must be postmarked by December 5, 2023.**

## VIII. Anticipated Start Date and Term of Grant

The course of creating a new SS-ECHS generally evolves in two distinct phases: Pre-Opening and Implementation. SS-ECHSs funded through this grant program will be allowed a planning phase from March 1, 2024, through August 31, 2024. It is anticipated that there will be four (4) additional project periods, contingent on availability of funds:

Project Period 2 – September 1, 2024 – August 31, 2025

Project Period 3 – September 1, 2025 – August 31, 2026

Project Period 4 – September 1, 2026 – August 31, 2027

Project Period 5 – September 1, 2027 – August 31, 2028

## IX. Distribution of Awards

- (1) Priority will be given to proposals from sending schools with a cohort high school graduation rate below 87% based on the 4-year cohort graduation rate for the 2021-22 school year (August) [published annually by NYSED](#). Note that schools that do not serve grades 9-12 are not considered priority schools. Should there be applicants who have graduation rates higher than 87% and there is availability of resources to fund such projects, such projects will also be considered.
  
- (2) Proposals from partnerships whose target enrollment includes greater than 50% of their students from Target Districts serving students in schools with graduation rates below the State average, and/or whose lead applicant is a lead or partner in an existing SS-ECHS with students who demonstrate a grade-to-grade promotion rate of at least 95% annually and whose graduates have earned an average of 24 or more college credits for the past two school years, and/or projects partnering with at least one school district located in a Gun Involved Violence Elimination (G.I.V.E.) focal area with a 2019-20 economically disadvantaged student rate above the State average (55.6%) and/or proposals that focus on computer hardware and software engineering will receive bonus points as outlined in this RFP. Bonus points will be considered after the proposal meets the minimum scoring threshold.
  
- (3) Applications will be awarded in a statewide ranking until there are no fundable applications remaining or until the multi-year amount of funding is exhausted.

## X. Project Funding

Funds will be distributed based on approved program budgets.

Subject to legislative approval, we anticipate a total of \$22,500,000 will be available over the full five project periods. Each award recipient will be eligible to receive up to \$125,000 for the planning phase. Please see the table below for information regarding maximum award amounts for the four implementation years.

Each project will enroll 9th grade students in the first implementation year (Project Period 2) and add a grade level each succeeding year of the grant program, so that the project reaches full implementation with 9th through 12th grade by the final year of the grant. Continued funding past the first implementation year will be contingent on satisfactory reporting, the achievement of annual performance benchmarks, and the availability of funds.

Ideally, the SS-ECHS should enroll a minimum of 25 students per grade level and 100 maximum. Research shows that small learning communities with a maximum of 100 students per grade level (or 400 students as their total enrollment for grades 9 through 12) are most effective for the SS-ECHS school design. Applicants that are existing SS-ECHS partnerships may present their case for a larger program size; however, regardless of program size, the annual award for each implementation year may not exceed the maximum amounts described below.

Award amounts will be determined by the number of students that an applicant proposes to serve. The maximum amount of funding that an applicant may request will be determined by the exact number of new 9<sup>th</sup>-grade students the project commits to serve on an annual basis. See the funding level tables below for the corresponding maximum award that can be requested based on the 9<sup>th</sup>-grade cohort size (i.e., small, medium, or large).

During each implementation year, the awardee may request funds based on the following scale:

<b>Small Enrollment</b>			
Implementation Year	Range for Number of Students	Maximum Dollars Awarded	Grades
2024-2025	25 to 50	Up to \$100,000	9 <sup>th</sup> graders
2025-2026	50 to 100	Up to \$150,000	9 <sup>th</sup> & 10 <sup>th</sup> graders
2026-2027	75 to 150	Up to \$200,000	9 <sup>th</sup> , 10 <sup>th</sup> & 11 <sup>th</sup> graders
2027-2028	100 to 200	Up to \$250,000	9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> & 12 <sup>th</sup> graders

<b>Medium Enrollment</b>			
Implementation Year	Range for Number of Students	Maximum Dollars Awarded	Grades

2024-2025	51 to 75	Up to \$150,000	9 <sup>th</sup> graders
2025-2026	101 to 150	Up to \$200,000	9 <sup>th</sup> & 10 <sup>th</sup> graders
2026-2027	151 to 225	Up to \$300,000	9 <sup>th</sup> , 10 <sup>th</sup> & 11 <sup>th</sup> graders
2027-2028	201 to 300	Up to \$400,000	9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> & 12 <sup>th</sup> graders

<b>Large Enrollment</b>			
Implementation Year	Range for Number of Students	Maximum Dollars Awarded	Grades
2024-2025	76 to 100	Up to \$200,000	9 <sup>th</sup> graders
2025-2026	151 to 200	Up to \$300,000	9 <sup>th</sup> & 10 <sup>th</sup> graders
2026-2027	226 to 300	Up to \$400,000	9 <sup>th</sup> , 10 <sup>th</sup> & 11 <sup>th</sup> graders
2027-2028	301 to 400	Up to \$500,000	9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> & 12 <sup>th</sup> graders

**For an increase in available funding:**

If new or additional funding becomes available, and NYSED chooses to distribute this funding to applicants of this current RFP, NYSED will allocate the funds in this order:

- (1) Making whole any funded programs that have received a partial award;
- (2) Approving awards, in rank order, for eligible applicants who received passing scores, but who did not rank high enough to receive the initial funding;
- (3) Allocating funds among already-awarded programs. Maximum request amounts will be established by distributing funding proportionally (based on total annual budget) to those currently funded projects.

**For a decrease in available funding:**

A decrease in funding for any subsequent funding year will result in a proportional reduction to all funded projects based on total annual budget.

**SS-ECHS Sliding Scale of Payments**

Projects with graduating cohorts of students must meet credit accumulation targets in order to receive their entire budget the following year (e.g., \$500,000). Up to ten percent (10%) of the annual award will

be reduced in the following year if the graduating cohort of students does not earn an average of at least 24 college credits over a four-year period.

**Specifics Targets and Fiscal Implications:**

Projects will be eligible to receive their full award in the following year if the four-year credit accumulation rate of the graduating cohort is 24 credits or above. The four-year cohort credit accumulation rate is:

- defined as the average number of credits accumulated per student by the students in the cohort;
- calculated by dividing the total number of credits accumulated by all students in the cohort over a four-year period by the number of students who initially entered that cohort as 9<sup>th</sup> graders.

Projects where the initially-enrolled cohort of students earned less than 24 credits, on average, by the end of the cohort’s 12<sup>th</sup> grade year will be subject to a financial penalty administered after each cohort’s 12<sup>th</sup> grade year. The chart below outlines the specific fiscal implications.

The graduating cohort of students earned an average of at least 24 credits by the end of the cohort’s 12 <sup>th</sup> grade year	Eligible to receive the full award in the following year (e.g., \$500,000 for \$500,000 award projects)
The graduating cohort of students earned an average of at least 18 credits, but less than 24 credits, by the end of the cohort’s 12 <sup>th</sup> grade year	Eligible to receive 95% of the full award in the following year (e.g., \$475,000 for \$500,000 award projects)
The graduating cohort of students earned an average of at least 12 credits, but less than 18 credits, by the end of the cohort’s 12 <sup>th</sup> grade year	Eligible to receive 92.5% of the full award in the following year (e.g., \$462,500 for \$500,000 award projects)
The graduating cohort of students earned an average of less than 12 credits by the end of the cohort’s 12 <sup>th</sup> grade year	Eligible to receive 90% of the full award in the following year (e.g., \$450,000 for \$500,000 award projects)

**XI. Evaluation Criteria**

Except as noted below, each application will be evaluated and scored by two reviewers. The two scores will be averaged to get a final average score. An application must receive a final average score of 60 points (the minimum scoring threshold) on the combined technical (narrative) and budget sections (excluding bonus points) of the proposal to be considered for funding. A third review will be performed if there is a difference of fifteen (15) points or more between the initial two reviewers’ scores. In cases where a third review is necessary, the two closest scores will be

averaged to obtain the final average score. Bonus points will then be added for those eligible applicants who have provided sufficient documentation of meeting the criteria for bonus points. Bonus points cannot be counted unless the proposal's score (excluding bonus points) exceeds the minimum scoring threshold of 60.

## **XII. Method of Determining Award**

The aggregate score of all the criteria listed will be calculated for each proposal received. In the event that more than one proposal obtains the same aggregate score and there are insufficient funds to award all proposals, the grant(s) will be awarded to the proposal(s) with the highest score on the technical section (proposal narrative). If there is still a tie, then the grant(s) will be awarded to the proposal with the highest score in the **Curriculum and Academic Rigor** category.

Proposals will be ranked statewide highest to lowest in accordance with the combined technical and budget score, plus any bonus points. Grants will first be awarded to the highest scoring eligible proposals in the statewide ranking, until funds are exhausted or there are no fundable applications remaining.

## **XIII. Payee Information**

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 the NYSED. An online version of the packet is available at the [NYSED website](#).

### **Electronic Processing of Payments**

In accordance with a directive dated January 22, 2010, by the Director of State Operations - Office of Taxpayer Accountability, all State agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments. Additional information and authorization forms are available at the State Comptroller's website.

### **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, visit the [State Comptroller's website \(https://www.osc.state.ny.us/\)](https://www.osc.state.ny.us/).

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](mailto: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 where:

- A. the subcontractor is known at the time of the contract award;
- B. the subcontractor is not an entity that is exempt from reporting by OSC; and
- C. 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.

**Prequalification for Individual Applications**

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process that require not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process in order for proposals to be evaluated. Public school districts or BOCES serving as the lead applicant/fiscal agent are not required to prequalify. Only any non-profit IHE applicants serving as the applicant/fiscal agent are required to prequalify by the application deadline. Information on these initiatives can be found on the [Grants Management website](#).

**Proposals received from not-for-profit applicants that have not Registered and are not Prequalified in the Grants Gateway by 5:00 PM on the proposal due date of December 5, 2023, cannot be evaluated. Such proposals will be disqualified from further consideration.**

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The [Vendor Prequalification Manual](#) on the Grants Management website details the requirements and [online tutorials](#) are available to walk users through the process.

### 1) Register for the Grants Gateway.

- On the Grants Management website, download a copy of the [Registration Form for Administrator](#). A signed, notarized original form must be sent to the address provided in the instructions. You will be provided with a Username and Password allowing you to access the Grants Gateway.
- If you have previously registered and do not know your Username, please email [grantsgateway@its.ny.gov](mailto:grantsgateway@its.ny.gov). If you do not know your Password please click the [Forgot Password](#) link from the main log in page and follow the prompts.

### 2) Complete your Prequalification Application.

1. Log in to the [Grants Gateway](#). **If this is your first time logging in**, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.
2. Click the *Organization(s)* link at the top of the page and complete the required fields, including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.
3. Answer the questions in the *Required Forms* and upload *Required Documents*. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Proposal.
4. Specific questions about the prequalification process should be referred to your agency representative at [prequal@nysed.gov](mailto:prequal@nysed.gov) or to the Grants Management Team at [grantsgateway@its.ny.gov](mailto:grantsgateway@its.ny.gov).

### 3) Submit Your Prequalification Application

- After completing your Prequalification Application, click the **Submit Document Vault** Link located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted, the status of the Document Vault will change to *In Review*.

- If your Prequalification reviewer has questions or requests changes, you will receive email notification from the Gateway system.
- Once your Prequalification Application has been approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

**Vendors are strongly encouraged to begin the process as soon as possible in order to participate in this opportunity.**

**XIV. 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 term.*

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 [NYS M/WBE Directory](#).

**The M/WBE participation goal for this grant is 30% 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:

- A. Direct personal services (i.e., professional and support staff salaries) and fringe benefits; and
- B. Rent, lease, utilities and indirect costs for the lead applicant only if these items are allowable expenditures; and
- C. Any portion of purchased services used for student tuition.

For the purposes of this RFP, these exclusions apply to the expenses of the lead applicant as well as any other members of the partnership. For example, the salaries of project staff employed by partner school districts, BOCES, IHEs or any combination of these entities should be excluded from the total budget, along with the salaries of project staff employed by the lead applicant, when calculating the discretionary non-personal service budget. (Please note that the indirect costs of partner organizations are not allowable expenses under this grant program.) The M/WBE Goal Calculation Worksheet is provided for use in calculating the dollar amount of the M/WBE goal for this grant application.

The Purchased Services (Code 40) and Purchased Services with BOCES (Code 49) sections of the FS-10 Budget Form should reflect a detailed, itemized, budget which clearly identifies the salaries and benefits of project staff employed by approved partnerships should these deductions be included on the M/WBE Goal Calculation Worksheet.

All requested information and documentation should be provided at the time of submission. If this cannot be done, the applicant will have thirty (30) days from the date of notice of award to submit the necessary documents and respond satisfactorily to any follow-up questions from the Department. Failure to do so may result in loss of funding.

### **Methods to Comply**

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

- A. 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

- B. 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

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

**COMPLETE FORMS:**

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

**Good Faith Efforts**

Applicants must make a good faith effort to solicit NYS certified M/WBE firms as subcontractors and/or suppliers to achieve the goals for this grant. Solicitations may include but are not limited to: advertisements in minority and women-centered publications; solicitation of vendors found in NYS Directory of Certified Minority and Women-Owned Business 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](mailto:MWBEGrants@nysed.gov).

NYSED's M/WBE Coordinator is available to assist applicants in meeting the M/WBE goals. The Coordinator can be reached at [MWBEGrants@nysed.gov](mailto: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.

#### **XV. Entities' Responsibility**

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

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

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

### **Requirements of Education Law Section 2-d**

The applicant agrees to comply with FERPA and New York State Education Law § 2-d. The New York State Education Department's Data Privacy Appendix (Appendix R) is annexed to this RFP, the terms of which are incorporated herein by reference, and shall also be part of the agreement.

### **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 employees or contractors 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.

## **XVI. Required Reports**

Recipients of this multi-year discretionary grant must submit a report for the planning phase in order to receive a continuation award. Such report to include the staff hired, student recruitment method used, number of students beginning the first implementation year and other items required by the Commissioner of Education. For the subsequent implementation years, SED's approval of a mid-year (February) and an annual performance report (September) for each year of funding will be required in order to receive a continuation award. The performance reports should demonstrate that substantial progress has been made toward meeting the project goals and the program performance indicators. Additional information about these reports will be distributed to the grantees by NYSED after grant awards are made. By September 1 of each project implementation year, NYSED, in consultation with each grantee, will establish minimum performance benchmarks required for continued funding in the subsequent project year. Grantees that do not demonstrate adequate performance may be discontinued.

In addition, grantees that do not meet minimum annual requirements for college credit attainment by enrolled students based on approved College Credit Accumulation Plans (Attachment VII) may face a financial penalty as outlined in the Performance Standards section (Section V) of this RFP.

## **Accountability**

Each SS-ECHS grantee must collect minimum data elements described below on each student who is enrolled in its SS-ECHS. The fiscal agent/applicant for the partnership is responsible for all data collection and shall, if directed, submit the data electronically to SED. The grantee is responsible for securing relevant student and program data and recording the information into his/her data system.

The minimum data elements that must be collected for each student are:

### **A. Descriptive Data**

- NYSSIS ID Numbers (SIRS Individual Student Identifier)
- Gender
- Name of home high school
- Date of entry into program
- Date of exit from program
- NYS SS-ECHS Program CIP Code

### **B. Race/Ethnicity Designation**

- Hispanic/Latino (H/L)
- American Indian/Alaskan Native (AI/AN)
- Asian (A)
- Black/African American (B/AA)
- Native Hawaiian/Other Pacific Islander (H/OP)
- White (W)

### **C. Special Populations**

- Attendance Rates
- Economically Disadvantaged
- English Language Learner (ELL)
- Familial Academic Achievement
- Individuals with disabilities
- Student Academic Achievement
- Other



#### **D. Program Information**

- Full Time Equivalents (FTE) of all school staff by title and courses taught in program
- Certification and professional licensure status of all leadership and certificated staff for the program
- College Credit Accumulation Plan (Attachment VII) that includes expectations for college credit accumulation per student in each year of the program
- Compliance with grant funding requirements
- Delivery of performance measurements
- Other items as requested

#### **Minimum Performance Reporting Requirements (but not limited to)**

Planning Phase (March 1, 2024 – August 31, 2024): Upon completion of the first project period (planning phase) of the grant, the following elements will be measured and reported:

- The Steering Committee will demonstrate success in planning and developing a course of study for the program and College Credit Accumulation Plan (Attachment VII) for the later years of the program;
- Recruitment and selection of staff (as needed);
- Design of 4-year scope and sequence leading to a Regents diploma and at least 24 and up to 60 transferable college credits or an associate degree
- Development of instructional modules for the first year of instruction;
- Identification, targeting and enrollment of students who are traditionally underrepresented in postsecondary education and/or economically disadvantaged for the first cohort;
- Development of support programs and structures for the SS-ECHS students;
- Professional development for participating high school and higher education faculty has been conducted, and preparation for non-classroom program staff to offer adequate support to students; and
- Confirmation of the school/program site

First Implementation Year (September 1, 2024 – August 31, 2025): Upon the completion of the first implementation period, which represents the first academic year for new SS-ECHSs, the following elements will be measured and reported:

- Number of students enrolled at the SS-ECHS;

- Percent of enrolled students who are traditionally underrepresented in postsecondary education and/or economically disadvantaged;
- Academic achievement levels and progress of enrolled students;
- Evidence that students have made adequate progress toward the completion of the planned curriculum, including attainment of college credit pursuant to the College Credit Accumulation Plan (Attachment VII), and the requirements for a NYS Regents diploma in their first year of the program;
- Evidence that the curriculum supports preparation for careers and postsecondary study
- Evidence of supports provided to develop college readiness and a college-going culture.

Implementation Years after First Implementation Year (Years 3 - 5): Upon the completion of each year after the first academic year of the program, the following elements will be measured and reported:

- Number of students enrolled at the SS-ECHS;
- Percent of enrolled students who are traditionally underrepresented in postsecondary education and/or economically disadvantaged;
- Academic achievement levels and progress of enrolled students;
- Programs will demonstrate adequate levels of retention and progression of students who entered in prior implementation years;
- Programs will demonstrate that a new cohort of students has enrolled in their first year of the program;
- Evidence that students in each cohort have made adequate progress toward the completion of the planned curriculum, including attainment of college credit and/or associate degree pursuant to the College Credit Accumulation Plan (Attachment VII), and the requirements for a NYS Regents diploma;
- Evidence that the curriculum supports preparation for careers and postsecondary study
- Evidence of supports provided to develop college readiness and a college-going culture.
- For SS-ECHSs that have students in 12th grade, data on students who have met the requirements for the completion of a Regents diploma and at least 24 and up to 60 transferable college credits or an associate degree in their fourth year; graduation rates, and students' graduation plans (e.g., successful transfer into a postsecondary degree program at the partner IHE or other plans).

## **XVII. Records Retention**

The following documents and supporting documentation must be retained for at least six years after the last payment was made unless otherwise required by specific program requirements: The

original RFP application and other supporting documents that comprise the application package such as a Memorandum of Understanding or letters of support from participating collaborators/partners, budget category forms, budget summary forms, correspondence regarding the negotiation of budget expenditures, budget amendments, methodology for awards, progress reports, annual reports, and final expenditure forms/reports. Additionally, audit or litigation will “freeze the clock” for records retention purposes until the issue is resolved. All records and documentation must be available for inspection by State Education Department officials or its representatives. Appendix A, “#10, Records”, presents additional information about records retention requirements.

#### **XVIII. 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 [ECHSRFP@nysed.gov](mailto:ECHSRFP@nysed.gov). The Fiscal Contact person will make arrangements with program staff to provide a written summary of the proposal’s strengths and weaknesses, as well as recommendations for improvement. Within ten (10) business days, the program staff will issue a written debriefing letter to the bidder.

#### **XIX. Contract Award Protest Procedures**

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

- A.** 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.
- B.** The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be emailed attention to Thomas McBride at [ECHSRFP@nysed.gov](mailto:ECHSRFP@nysed.gov).
- C.** 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.

- D. 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.

## **XX. NYSED's Reservation of Rights**

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

## **XXI. Contract Terms and Conditions**

Any awards to institutes of higher education issued under this grant RFP will require that the awardee enter into a grant contract, the form of which will be posted with 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.

## **XXII. Application Instructions**

Please adhere to the following instructions:

### **Required Signature(s)**

The original signature of the Chief School Administrator/Officer (or their designee) must appear on the Application Cover Page, the Memorandum of Understanding, and the FS-10, and should be signed in BLUE INK.

### **Partnership Applicant(s)**

Applicant information for all partner agencies must be provided in the section provided on the Applicant Cover Page.

### **Number of Copies**

Please submit one (1) original and two (2) paper copies (both the narrative application and the budget/budget narrative, and M/WBE documents) as well as one electronic copy of the complete application on flash drive to the address provided on the Application Cover Page.

### **Due Date**

Applications must be postmarked by the due date on the Application Cover Page.

### **Checklist**

Please use the Application Checklist to ensure that you send a complete application package.

### **Page Limits and Standards:**

Applicants must limit the project narrative to no more than twenty (20) pages and the budget narratives to no more than three (3) pages, and use the following standards:

- A page is 8.5" x 11" (on one side only) with one-inch margins (top, bottom, and sides). Charts/tables are not required to adhere to this standard.
- Single space all text in the application narrative; double space between titles, headings, footnotes, quotations, references, and captions, as well as all text in charts, figures, and graphs.
- Use a Times New Roman or Arial font in a 12-point size.

**Proposed Budget (FS-10), Comprehensive Program Budget Plan & Overall Resources Plan Worksheets (Attachment IV), and Budget Narratives. [All forms should be detailed and itemized.]**

Proposed Budget (FS-10):

To illustrate plans for the use of grant funds, applicants must complete an FS-10 Budget Form for the planning phase, from March 1, 2024 – August 31, 2024 and include a budget narrative for each category of expenditure that is required for the grant (Professional Salaries, Support Staff Salaries, Purchased Services, Supplies and Materials, Travel Expenses, Employee Benefits, Indirect Cost, BOCES Services, Minor Remodeling, and Equipment). **It is recommended that applicants use the Excel version of the FS-10 located on the [NYSED website](#).**

The FS-10 Budget Form should provide a projection of how the requested funds will be used in the planning phase period. Information about the categories of expenditures, general information on allowable costs and applicable federal cost principles and administrative regulations are available in the Fiscal Guidelines for Federal and State Grants. The funds for this grant program are provided through State sources. Budgeted costs must be in compliance with applicable State laws and regulations and NYSED’s Fiscal Guidelines. Additional specific requirements and information about the allowable and non-allowable activities for the program are provided at the end of this section of the RFP.

The Purchased Services (Code 40) and Purchased Services with BOCES (Code 49) sections of the FS-10 Budget Form should especially reflect a detailed, itemized, budget which clearly identifies the salaries and benefits of project staff employed by approved partnerships, should these deductions be included on the M/WBE Goal Calculation Worksheet.

The FS-10 budget should include the applicant name and the title of the grant, and bear the original signature of the Chief School/Administrative Officer.

*NOTE: The FS-10 form is to be used for the planning phase expenditures only. New budgets for subsequent project years will be requested on an annual basis.*

Comprehensive Program Budget Plan & Overall Resources Plan Worksheets (Attachment IV):

In addition, to illustrate comprehensive plans for resource use and expenditures in the SS-ECHS program for the full five-year grant (March 1, 2024 – August 31, 2028), applicants must submit the Comprehensive Program Budget Plan and Overall Resource Plan Worksheets (Attachment IV). In addition to the amount of funding requested from the SS-ECHS grant program, the Comprehensive

Program Budget Plan & Overall Resource Plan Worksheets will detail applicant partners' local contributions of resources (both financial and in-kind) to the program for five years, beginning with the first project period. **Continued funding past project period one (March 1, 2024, through August 31, 2024) is contingent on satisfactory reporting.**

The FS-10 and the Comprehensive Program Budget Plan & Overall Resource Plan Worksheets will be reviewed (and scored) in conjunction in order to demonstrate the program's long-term fiscal sustainability. The Comprehensive Program Budget Plan & Overall Resource Plan Worksheets are provided as Attachment IV.

Budget Narrative:

The Budget Narrative should include sufficient detail to allow reviewers to understand what the funds will be used for and the relationship between the proposed expenditures and project activities and goals. It should explain why the proposed expenditures are appropriate, reasonable, and necessary to support the project activities and goals. It should also include a description of how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided (Note: Currently funded Smart Scholars Early College High School (SS-ECHS) partnerships may not apply to expand their current projects. Additionally, these funds are not meant to replace any previously awarded Smart Scholars ECHS projects. The Budget Narrative of an existing SS-ECHS partnership should take special care to address issues of supplanting and duplicative services. The Budget Narrative should also demonstrate how the lead applicant/fiscal agent will provide no less than 50% of the direct program services. In addition, the narrative should clearly identify any subcontracting, ensuring that subcontracting is limited to twenty-five percent (25%) of the total annual budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel; it does not include service contracts between members of the partnership. Note, however, the subcontracting limit does apply to business entity and CBO collaborators. This limit applies to subcontracting carried out by the lead applicant and members of the partnership. It is the responsibility of the lead applicant/fiscal agent to ensure that the aggregate total subcontracting carried out by the lead applicant/fiscal agent and the partners does not exceed the 25% subcontracting limit.

The budget narrative should not exceed three (3) pages. **(If the narrative runs longer, reviewers will only score what is contained in the first three (3) pages.)**

Program office staff will review budgets and eliminate any items that are deemed non-allowable and/or unreasonable. If items are removed from the budget, points may be deducted from the budget evaluation score. Grantees will not be allowed to substitute new items for those that have been eliminated.

## **XXIII. Allowable Costs**

Fundable activities in each phase of the grant program include:

### **A. Pre-Opening Planning Phase (Year 1: March 1, 2024 – August 31, 2024):**

1. Hiring an SS-ECHS program director/leader/principal
2. Establishing a staffing plan and hiring staff
3. Developing a budget and business plan
4. Establishing a suitable site/facility for the school/program
5. Engaging the K-12 and IHE faculty and staff to design an aligned curriculum and standards and a sequence of courses (the four-year scope and sequence) that begin at the 9<sup>th</sup>-grade level and allow students to earn at least 24 and up to 60 transferable college credits or an associate degree while completing high school and required Regents exams
6. Conducting annual outreach activities to and education of staff and families at middle schools
7. Conducting outreach activities to community-based organizations that support the target population, and in recruiting students who are traditionally underrepresented in postsecondary education and/or economically disadvantaged
8. Planning student recruitment and selection criteria and strategies, as well as community education and engagement, consistent with the goals of this initiative
9. Cultivating relationships with one or more business partners of the SS-ECHS by providing opportunities such as site visits, mentors, and/or internships
10. Coordinating high school and college faculty, support services, calendars, and transportation and establishing ongoing governance structures
11. Developing assessment tools and instruments, including a plan for using results of the assessment process to evaluate student college-readiness, student outcomes and program success, as well as improvements needed, and to refine the assessment model throughout the progressive development of the SS-ECHS

### **B. Implementation Phase:**



Ideally, partnerships should admit students at the 9<sup>th</sup>-grade level and add additional classes each year. Successful partnerships will:

1. Conduct a summer program or other orientation during the summer and guidance activities for the first cohort of 9<sup>th</sup>-grade students and for other grade levels in subsequent implementation years.
2. Provide academic and support services (e.g., counseling staff, advisors), including guidance for seniors to matriculate at the partner IHE or to apply to colleges outside the SS-ECHS partnership to complete a postsecondary degree. Services may also be extended to students' parents, such as providing college admissions and financial aid workshops.
3. Provide support for college-high school partnership liaisons who oversee joint planning with the school district and support the SS-ECHS director's/leader's/principal's coordination with the IHE(s).
4. Ensure data collection, sharing, reporting, and evaluation, including data on students who matriculate at the partner IHE(s).
5. Conduct student recruitment for succeeding program years, and ongoing community education and engagement
6. Hire teachers/staff in succeeding years, as needed.
7. Provide joint professional development for high school and college faculty.
8. Engage in school design and planning team activities (e.g. curriculum development).
9. Support travel and fees for relevant professional development opportunities, including partnership representatives' meetings in Albany. Out-of-state travel requires prior approval by NYSED.
10. Provide transportation of students to the partnering IHE to attend college-level courses and activities.
11. Pay for college tuition, books, and fees for the SS-ECHS students. Tuition is only allowable for non-remedial, credit-bearing college courses. The higher education partners are

authorized and encouraged to waive or reduce tuition costs per credit to no more than existing “college in the high school” rates.

### **Indirect Costs**

Applicants may include indirect costs in the budget. Indirect costs are costs of activities that benefit more than one program or objective and, therefore, cannot be readily assigned to only one specific program or objective. Indirect costs are generally classified under functional categories such as general maintenance and operation expenses, general office and administration expenses, general overhead expenses, and other allowable general expenses.

- College tuition cannot be included in the calculation of indirect costs.
- School districts must use the restricted indirect cost rates calculated by the State Education Department.
- For existing Smart Scholars ECHS partnerships that apply for this program, and the IHE continues as the lead fiscal agent, these agencies may continue to use a maximum 8% rate.

For more information on indirect costs, visit the [NYSED website](#).

### **XXIV. Non-Allowable Activities and Costs**

Funds provided under this grant may not be used for the following purposes:

- Supplanting of existing funding and efforts, including costs otherwise necessary to operate a school without this grant;
- Sub-grants to members of the partnership or other agencies. This includes mini-grants, which are different than purchased services contracts;
- Acquisition of equipment for administrative, personal or non-student use;
- Acquisition of furniture (e.g., bookcases, chairs, desks, file cabinets, tables) unless an integral part of an equipment workstation or to provide reasonable accommodations to students with disabilities;
- Other than breakfast and/or lunch meals for students who qualify for the Free and Reduced Lunch Program, and/or students who would not receive breakfast or lunch during school hours, funds are not to be used for food;
- Purchase or rental of space;
- Payment for memberships in professional organizations;
- Subscriptions to journals or magazines;
- Travel outside the United States;
- Any expenditure for students not enrolled in NYS SS-ECHS programs;

- Tuition for college-level remedial courses; and
- The indirect costs of partner organizations.

Expenditures financed with grant funds awarded under this request for proposals (RFP) are not eligible to (i) receive reimbursement under BOCES Aid, Transportation Aid or Building Aid or (ii) otherwise generate additional BOCES Aid, Transportation Aid or Building Aid.

**XXV. Applications from school districts that have received School Improvement Grants (SIG) or School Innovation Funds (SIF)**

School districts that have received SIG or SIF should describe in the Curriculum and Academic Rigor section of their application how NYS SS-ECHS grant funds will work with other federal and state grant funds to meet their individual turnaround strategy. If the school which will host the program is currently implementing an approved SIF grant or SIG, the program proposed under this application must be consistent with the whole school redesign model approved and implemented and the district and schools defined theory of action/approach to school turnaround/redesign; such plans may be amended as needed to ensure alignment.

**ATTACHMENT I – Application Cover Page**

**NEW YORK STATE SS-ECHS PROGRAM**

Please refer to the Application Instructions for detailed information about completing this page and the other required components of this application.

**Agency Code**

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Name of Lead Applicant Agency:		Name and Title of Contact Person:	
List all agencies involved in this partnership, including school district(s):			
Address:		Telephone:	
City:		Fax:	
Zip Code:		E-Mail:	
School District County:		Funding Requested for 2024-2028:	
<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 NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.</p>			
Authorized Signature:		Title: Chief School/Administrative Officer	
Typed Name:		Date:	

Submit one original and two (2) paper copies (both the narrative application and the budget/budget narrative, and M/WBE documents) as well as one electronic copy of the complete application on flash drive to:

New York State Education Department  
 Attention: NYS SS-ECHS GRANT  
 Office of Postsecondary Access, Support and Success  
 89 Washington Ave., Rm. EBA 960  
 Albany, NY 12234

**Applications must be postmarked by December 5, 2023.**

## ATTACHMENT II – Application Checklist

Applicant Name:

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

Required Documents	<i>Checked – Applicant</i>	<i>Checked – SED</i>
<b>Application Cover Page (with original signature)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Completed Grant Application Checklist</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Part One</u> – Proposal Summary and Narrative</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Part Two</u> - Budget Form (FS-10 – with original signature), Budget Narrative, and Overall Program Budget (Attachment IV)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Part Three</u> – other submission documents- <i>as outlined below</i></b>		
<ul style="list-style-type: none"> <li>• <b>Memorandum of Understanding (Attachment V) (If an MOU with required signatures is not submitted with the application, the application will not be reviewed. Any business partners or CBOs should also be included on the MOU.)</b></li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• <b>Resumes of key staff (if available)</b></li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• <b>Organizational Chart</b></li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• <b>Proposed Enrollment Table (Attachment VI)</b></li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• <b>Proposed College Credit Accumulation Plan (Attachment VII)</b></li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• <b>Certification for meeting criteria for bonus points (Attachment VIII) (if applicable)</b></li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

**M/WBE Documents Package (Attachment X, original signatures required)**

Full Participation   
  Request Partial Waiver   
  Request Total Waiver

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

Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT III – Proposal Guidelines

### NEW YORK STATE SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL PROGRAM

#### PART ONE PROPOSAL NARRATIVE

The narrative is the applicant's opportunity to provide a comprehensive description of the proposed project. Be clear, precise and adhere to the following required structure. (A total of **80 points** is available in the Narrative section, with an additional 10 possible bonus points)

#### Elements of Proposal Narrative

The proposal narrative includes three separate pieces as indicated in **A, B** and **C** below:

**A. Proposal Summary (not included in the 20-page total):** This summary must be limited to a single page. Please note formats and additional information located in the “Application Instructions” section.

**B. Documentation for Bonus Points (not included in the 20-page total)**

To qualify for bonus points, the applicant will complete the Certification of Bonus Points form (Attachment VIII) to certify that a) **greater than 50%** or more of students will be enrolled from a Target District(s) and/or Comprehensive Support and Improvement (CSI) or Targeted Support and Improvement (TSI) school(s) – which include those schools defined in Education Law 211-f and identified as Struggling Schools and Persistently Struggling Schools (**2 bonus points**), and/or b) the lead applicant is a lead or partner in an existing SS-ECHS whose students achieve a grade-to-grade promotion rate of 95% annually and whose graduates have earned an average of 24 or more college credits for the past two school years (**2 bonus points**) and/or c) the project partners with at least one school district located in a Gun Involved Violence Elimination (G.I.V.E.) focal area with a 2019-20 economically disadvantaged student rate above the State average of 55.6% (see Attachment XIII for the list of school districts) (**3 bonus points**). The proposal clearly describes that computer hardware and software engineering will be the focus of the Smart Scholars Early College High School program (**3 bonus points**).

**C. Proposal Narrative:** The narrative must not exceed 20 pages. (If the narrative runs longer, reviewers will only score what is contained in the first 20 pages. Please refer to Page Limits and Standards on Page 43.)

Please address these components in the following order:

**1. Target Population (10 points max)**

- a. Describe the recruitment plan for the SS-ECHS. Discuss how the SS-ECHS will identify and recruit mainly students who are historically underrepresented, and/or students who are economically disadvantaged. (See **Definitions of Frequently Used Terms**) (**5 points max**)

- b. Provide the enrollment targets for the SS-ECHS, serving a minimum of 25 and a maximum of 100 students per grade level with these grant funds. Describe how the project is expected to successfully serve the targeted population. Include a completed Proposed Enrollment Table (Attachment VI) with the application. **(5 points max)**

**NOTE:** Ideally, eligible students enter the NYS SS-ECHS in the 9<sup>th</sup> grade level. All participants must complete the SS-ECHS program in four years. The SS-ECHS program does not extend the senior year of high school into a 5<sup>th</sup> year or longer. SS-ECHS students should graduate from high school within four years. This applies to applicants with both new and existing SS-ECHSs. All SS-ECHSs funded with this grant program will not include any grade levels higher than the 9<sup>th</sup> grade in their first year of operation and will add a grade level each year for three succeeding years up to the 12<sup>th</sup> grade. A NYS SS-ECHS is considered fully operational if it has enrolled and graduated at least one class of students. Fully operational NYS SS-ECHSs will include four grades: grades 9 through 12.

## **2. P-16 Partnership and Governance (15 points max)**

- a. Provide evidence that the SS-ECHS is supported by an active partnership between the school district (or BOCES, if applicable) and IHE partner(s) and other collaborators, if applicable. If the applicant is an existing SS-ECHS partnership proposing to maintain the existing partners, provide a brief history of the partnership. All applicants must describe the roles and responsibilities of each party, including a steering committee and joint decision-making procedures that allow for the planning and implementation of a coherent program across institutions. A description of the committee membership and frequency of meetings should be included. A fully executed MOU that defines the roles of each SS-ECHS partner, including the fiscal agent and implementation lead, must be submitted with the application. (Applications that do not include an MOU signed by all partners will not be considered for funding.) **(5 points max)**
- b. Articulate the IHE's commitment to apply the college credits earned by SS-ECHS graduates who matriculate at their institution toward a postsecondary degree and support their completion of the degree in a timely and efficient manner. In addition, provide the plans for articulation agreements with other IHEs beyond the SS-ECHS partnership. The plan should include recognition of the goal of the SS-ECHS program to strengthen articulation between 2- and 4-year institutions so that SS-ECHS graduates will have the ability to transfer their college credits to any New York State 4-year institutions to complete baccalaureate degrees in 4 years or less. **(5 points max)**
- c. Describe how the responsibility for performance reporting will be allocated among the partners. Describe the partnership's process for collecting, sharing, and reviewing student data to assess the progress of the SS-ECHS. This includes data on graduates who matriculate at the partner IHE. Describe each IHE partner's commitment to tracking the progress of SS-ECHS graduates who matriculate at their institution, to support their timely completion of a postsecondary degree based on the students' advanced standing due to credit accumulation from the SS-ECHS.



**(5 points max)**

### **3. Program Location (10 points max)**

Explain which of the following program designs the proposed SS-ECHS will utilize:

- The SS-ECHS is a school or small learning community located on the partner IHE's campus;
- The SS-ECHS is a stand-alone high school located near the partner IHE's campus; or
- The SS-ECHS is a small, autonomous learning community or academy within a larger high school that is located near the partner IHE's campus, where SS-ECHS students are a separate cohort with their own teachers, leader, schedule, and curriculum plan.

In the case of an SS-ECHS not located on a college campus, the SS-ECHS must provide all students with at least three of the college courses on the partner IHE's campus, to help instill in the SS-ECHS students the value and impact of a college-going culture. For SS-ECHS programs in which students earn an associate degree, students must take at least six of their college courses on the partner IHE campus.

An SS-ECHS will be considered located "near the IHE partner's campus" if their students can be transported to the campus within 45 minutes or less. Such proximity would facilitate the students' taking college courses on campus and visiting the campus to utilize the IHE resources or participate in special events. **(10 points max)**

### **4. Curriculum and Academic Rigor (18 points max)**

a. Describe the capacity and plans of the SS-ECHS partnership to use authentic and comprehensive measures of assessment to plan instruction, coordinate support services, and assess students' readiness for enrollment in college-level courses. **(3 points max)**

b. Describe how the full-day curriculum will provide rigorous, engaging, high-quality instruction and extra academic support for grades 9 through 12 to prepare students from the target population for entry-level college courses that typically should not begin later than 10<sup>th</sup> grade. Describe how innovative teaching and learning strategies will be integrated into the curriculum to support college readiness (e.g., project-based learning, technology enabled learning, cross-curricular instruction, etc.). Include a description of extended learning time in this section. If the school that will host the SS-ECHS program is currently implementing an approved SIF grant or SIG, this section of the proposal narrative should describe how NYS SS-ECHS grant funds will work with other Federal or State grant funds to meet their individual turnaround strategy. A target of at least 90 hours of additional instruction is provided each implementation year. **(4 points max)**

c. Explain the plan for how the core high school-level courses will be aligned with college-level courses at the partner IHE(s) and prepare the students to earn at least 24 and up to 60 transferable college credits or an associate degree within four years of high school. **(3 points max)**

d. Explain how students will be provided a program of career awareness, exploration and preparation for careers that is coordinated with the academic curriculum. Describe how innovative teaching and learning strategies will be integrated into the curriculum to support the career focus (e.g., project-based learning, technology-enabled learning, work-based learning, etc.). Local business partner(s) may collaborate with the SS-ECHS partnership to provide activities that support the career focus. **(4 points max)**

e. Explain how students will receive a Regents diploma and at least 24 and up to 60 transferrable credits or an associate degree. Applicants should submit a College Credit Accumulation Plan (Attachment VII) that outlines the target number of college credits students will earn at each grade level, and the number of college credits a student will have earned cumulatively at the end of each grade level. Applicants should also identify approximately how many college courses will be offered by college faculty on the partner IHE campus. SS-ECHSs that are not located on the partner IHE campus must require students to take at least three courses on the partner IHE campus. For SS-ECHS programs in which students earn an associate degree, students must take at least six of their college courses on the partner IHE campus. **(4 points max)**

**NOTE: NYSED's goal is for 100% of SS-ECHS graduates to earn at least 24 transferable college credits by the completion of their four-year high school career. Grantees that do not meet minimum annual requirements for college credit attainment by enrolled students based on approved College Credit Accumulation Plans may be requested to provide a corrective action plan after the first implementation period.**

**5. Support Structures (15 points max)**

a. Provide plans for creating and implementing strategies and activities that foster a distinct college-going culture at the SS-ECHS, such as bridge programs, participation in college activities, or college visits. All students, regardless of program location, will attend a summer program on the partner IHE's campus prior to taking college courses on the college campus during the school year. The summer program should be at least three week's duration. The summer program may be of longer duration and include one or more college courses. **(3 points max)**

b. Provide plans for creating a personalized learning environment and student academic support services to maximize student success, such as tutoring or mentoring. Personalized learning environments individualize instruction and assessment to each student's needs. Explain how students will be provided guidance in planning a degree path(s) that supports various careers. Explain how SS-ECHS graduates who matriculate at the partner IHE will be supported to complete a postsecondary degree in a timely manner, considering the number of college credits they had accumulated when they matriculated. **(3 points max)**

- c. Social and emotional support services foster and teach the skills necessary for all students in a school to achieve social, emotional, and academic success. Provide plans for social and emotional support services for the SS-ECHS students, such as advisory structures, personalized learning communities, individual graduation plans, or guidance and counseling. A local 501(c)(3) CBO may participate in this endeavor. **(3 points max)**
  
- d. Provide the plans for giving SS-ECHS students access to the partner IHE's facilities, resources, and services, such as university faculty; libraries; science labs; technology and writing centers; artistic, cultural, and sports facilities and activities; and extracurricular activities as appropriate. **(3 points max)**
  
- e. Provide evidence of the commitment to substantial parental and community involvement in strategies and activities designed to encourage high school and postsecondary degree completion, and successful transfer to a postsecondary institution and/or pursuit of a career. Explain how parental and community involvement will be tracked and measured in relationship to student success and program goals. **(3 points max)**

#### **6. Staffing and Management (12 points)**

- a. Provide job descriptions and resumes (not part of the 20-page limit) of key professional staff (e.g., the principal/school leader/program director/coordinator) who are dedicated to the SS-ECHS. Explain how the school leaders possess the ability to drive exceptional student outcomes, are dedicated to working with traditionally underrepresented and/or economically disadvantaged students and their families, and can provide the leadership skills essential for program success. For any key professional staff not yet identified, provide job descriptions and describe plans for recruitment of new professional staff that will be dedicated to the SS-ECHS, and that possess the leadership qualities described above. **(3 points max)**
  
- b. Demonstrate that the high school teachers and faculty selected to participate in the SS-ECHS have the appropriate background to deliver college-level courses and the ability to provide accelerated instruction to students traditionally underrepresented in postsecondary education or provide the plan to hire teachers and faculty with these qualities. **(3 points max)**
  
- c. Describe plans for supporting the staff and teachers to deliver the SS-ECHS model. Provide plans for common planning time for SS-ECHS instructional faculty and other appropriate staff, including school leaders and, when possible, higher-education faculty. Describe plans for providing SS-ECHS teachers with support and guidance through teacher mentoring, professional development, and induction programs. Over the five-year grants, -, a minimum of five additional professional development days should be planned for high school staff over and above that provided to all staff in the K-12 system. This professional development should focus on curriculum alignment and

developing a college-going culture. Explain how collaboration with higher education faculty will be included in these plans. **(3 points max)**

d. Describe a management plan that will assure the effective completion of project activities and requirements given the fiscal and other resources available. Demonstrate collaboration in order to establish best practices among all partners; describe coordination and maintenance of all reports, student records, and fiscal transactions. Provide an organizational chart **(not part of the 20-page limit)** that indicates the management structure of the program within the institution. **Consortium applicants only:** Demonstrate collaboration in order to establish best practices among consortium partners; describe coordination and maintenance of all reports, student records, and fiscal transactions; describe how the consortium will provide leadership and programmatic oversight of the project. The consortium management plan should also include the organizational relationships between the lead institution and each member institution and identify who will serve as the project point person among all partners. Provide an organizational chart of the consortium arrangement. **(3 points max)**

## PART TWO

### PROPOSED BUDGET FOR A STATE PROJECT (FS-10), COMPREHENSIVE PROGRAM BUDGET PLAN & OVERALL RESOURCE PLAN WORKSHEETS, AND BUDGET NARRATIVE (20 points)

The budget section of the proposal represents 20 points of the overall score. Applicants will submit an FS-10 and corresponding budget narrative. The budget narrative may not be more than three (3) pages in length (Use a Times Roman or Arial font in a 12-point size. **If the narrative runs longer, reviewers will only score what is contained in the first three (3) pages**). The budget section will be awarded points based on the following criteria:

- The grant funds budget (FS-10), the comprehensive program budget plan and overall resource plan (Attachment IV), and the budget narrative demonstrate sustainability. Provide evidence that demonstrates that the school district and IHE partners have agreed to coordinate funds and resources to support the long-term financial stability of their SS-ECHS. In addition to providing the spending plan for the State SS-ECHS award, the comprehensive program budget and overall resource plan, and the budget narrative should outline the in-kind contributions from the K-12 and the IHE partner(s) as well as other funding sources. The budget narrative may also include a description of other potential funding sources. **(6 points max)**
- The grant funds budget, the comprehensive program budget plan and overall resource plan, and budget narrative describe how costs are reasonable and necessary to support the project activities and goals. **(5 points max)**
- The grant funds budget, the comprehensive program budget plan and overall resource plan, and budget narrative reflect an understanding of the actual costs of operation of the program when fully implemented. **Note:** For SS-ECHS programs not located on a college campus, the budget should

include sufficient funding to support the roundtrip transportation of students to the partnering IHE(s) for the promotion of a college-going culture among the students and the participation of all students in at least three college courses on the partner IHE's campus. Consortia budgets must also include sufficient funding to support the roundtrip transportation of students from all partner school districts to the partnering IHE(s), as well as to the SS-ECHS site, if different. For SS-ECHS programs in which students earn an associate degree, students must take at least six of their college courses on the partner IHE campus. Include these figures under "Purchased Services" in the Fiscal Form as well as the accompanying comprehensive program budget form and budget narrative. **(5 points max)**

- The grant funds budgets, the comprehensive program budget plan and overall resource plan, and budget narrative describe how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided. NOTE: Applicants that are existing ECHS partnerships should provide a clear explanation of how their SS-ECHS funds and activities will not supplant or duplicate services currently provided. **(4 points max)**

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

Applicants must submit an FS-10 budget with this application for the initial planning phase of March 1, 2024 – August 31, 2024. The budget will be reviewed and scored.

Budgeted costs must be in compliance with applicable State and Federal laws and regulations and the Department's Fiscal Guidelines. **These guidelines, as well as the FS-10 form, are available online on the [NYSED website](#). The FS-10 must bear the original signature of the Chief School/Administrative Officer.**

The Purchased Services (Code 40) and Purchase Services with BOCES (Code 49) sections of the FS-10 Budget Form should especially reflect a detailed, itemized budget which clearly identifies the salaries and benefits of project staff employed by approved partnerships should these deductions be included on the M/WBE Goal Calculation Worksheet.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](#).

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

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

**ATTACHMENT IV – Comprehensive Program Budget Plan**

*These plans will be scored as part of the Budget Section*

The two worksheets below are intended to provide reviewers with an overview of the overall level of resources and expenditures planned for the partnership’s NYS SS-ECHS program, including resources that may be provided by members as supplements to the grant award.

**Comprehensive Program Budget Plan  
5-Project Period Budget Summary Chart (5 Grant Periods)**

<b>Year 1 (Planning Phase) – March 1, 2024 – August 31, 2024</b>					
Categories	Code	NYS SS-ECHS Grant Funds	District Funds	IHE Funds	Other Funds
Professional Salaries	15				
Support Staff Salaries	16				
Purchased Services	40				
Supplies and Materials	45				
Travel Expenses	46				
Employee Benefits	80				
Indirect Cost (IC)	90				
BOCES Service	49				
Minor Remodeling	30				
Equipment	20				
	<b>Year 1 Total</b>				
Student Enrollment: _____	<b>Year 1 Grand Total</b>				

**Comprehensive Program Budget Plan *continued***

<b>Year 2 – September 1, 2024 – August 31, 2025</b>					
Categories	Code	NYS SS-ECHS Grant Funds	District Funds	IHE Funds	Other Funds
Professional Salaries	15				
Support Staff Salaries	16				
Purchased Services	40				
Supplies and Materials	45				
Travel Expenses	46				
Employee Benefits	80				
Indirect Cost (IC)	90				
BOCES Service	49				
Minor Remodeling	30				
Equipment	20				
	<b>Year 2 Total</b>				
Student Enrollment: _____	<b>Year 2 Grand Total</b>				

**Comprehensive Program Budget Plan *continued***

<b>Year 3 – September 1, 2025 – August 31, 2026</b>					
Categories	Code	NYS SS-ECHS Grant Funds	District Funds	IHE Funds	Other Funds
Professional Salaries	15				
Support Staff Salaries	16				
Purchased Services	40				
Supplies and Materials	45				
Travel Expenses	46				
Employee Benefits	80				
Indirect Cost (IC)*	90				
BOCES Service	49				
Minor Remodeling	30				
Equipment	20				
	<b>Year 3 Total</b>				
Student Enrollment: _____	<b>Year 3 Grand Total</b>				



**Comprehensive Program Budget Plan *continued***

<b>Year 4 – September 1, 2026 – August 31, 2027</b>					
Categories	Code	NYS SS-ECHS Grant Funds	District Funds	IHE Funds	Other Funds
Professional Salaries	15				
Support Staff Salaries	16				
Purchased Services	40				
Supplies and Materials	45				
Travel Expenses	46				
Employee Benefits	80				
Indirect Cost (IC)*	90				
BOCES Service	49				
Minor Remodeling	30				
Equipment	20				
	<b>Year 4 Total</b>				
Student Enrollment: _____	<b>Year 4 Grand Total</b>				

**Comprehensive Program Budget Plan *continued***

<b>Year 5 – September 1, 2027 – August 31, 2028</b>					
Categories	Code	NYS SS-ECHS Grant Funds	District Funds	IHE Funds	Other Funds
Professional Salaries	15				
Support Staff Salaries	16				
Purchased Services	40				
Supplies and Materials	45				
Travel Expenses	46				
Employee Benefits	80				
Indirect Cost (IC)*	90				
BOCES Service	49				
Minor Remodeling	30				
Equipment	20				
	<b>Year 5 Total</b>				
Student Enrollment: _____	<b>Year 5 Grand Total</b>				

<b>Total for Multi-Year Period – March 1, 2024 - August 31, 2028</b>					
Categories	Code	NYS SS-ECHS Grant Funds	District Funds	IHE Funds	Other Funds
Professional Salaries	15				
Support Staff Salaries	16				
Purchased Services	40				
Supplies and Materials	45				
Travel Expenses	46				
Employee Benefits	80				
Indirect Cost (IC)	90				
BOCES Service	49				
Minor Remodeling	30				
Equipment	20				
	<b>Multi-- Year Total</b>				
	<b>Multi- Year Grand Total</b>				

**Resource Plan:** NYSED has no expectation that each partner will contribute in the same manner, or even do so in the same manner in each year. The goal of this worksheet is to provide a general idea of the level of resources available in each year of the planned program. In-kind contributions may simply be listed. It is not necessary to estimate a dollar value for these resources.

<b>Overall Resource Plan for the Proposed NYS SS-ECHS Program</b>						
<b>Total Funds Revenue /In Kind Support (by Source)</b>	<b>March 2024 – August 2024</b>	<b>September 2024 – August 2025</b>	<b>September 2025 – August 2026</b>	<b>September 2026 – August 2027</b>	<b>September 2027 – August 2028</b>	<b>Total</b>
<b>SS-ECHS Grant Funds (use totals from Comprehensive Program Budget Plan)</b>						
<b>School District (or BOCES, if applicable) Partner(s) Total</b>						
<b>- Other district grant funds</b>						
<b>- District financial support</b>						
<b>- District In-Kind Support (Please specify)</b>						
<b>Higher Education Partner(s) Total</b>						
<b>- Higher Education Financial support</b>						

<b>Overall Resource Plan for the Proposed NYS SS-ECHS Program</b>						
<b>Total Funds Revenue /In Kind Support (by Source)</b>	<b>March 2024 – August 2024</b>	<b>September 2024 – August 2025</b>	<b>September 2025 – August 2026</b>	<b>September 2026 – August 2027</b>	<b>September 2027 – August 2028</b>	<b>Total</b>
- Higher Education – other grant funds						
- Higher Education In-Kind Support (Please specify)						
- Other Financial support						
- Other In-Kind Support (Please specify)						
<b>Financial Support (Total, All Sources)</b>						
<b>In-Kind Support (Total, All Partners)</b>						
<b>Total Resources</b>						

## ATTACHMENT V – Sample Memorandum of Understanding

(MOU)

**Applications that do not include an MOU signed by all required partners will not be reviewed for consideration. Letters of support will not be accepted in lieu of a required partner’s signature on the MOU.**

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of the (*Insert name of Lead applicant [K-12 Partner Names or BOCES, if applicable]*) and (*Insert Higher Education Partner Names*) in implementing a New York State Smart Scholars Early College High School (NYS SS-ECHS) Program. This Memorandum of Understanding is entered into as of **March 1, 2024**. The \_\_\_\_\_ (*School District [or BOCES, if applicable] or IHE, if a pre-existing partnership*) shall act as the **FISCAL AGENT** for this grant and be responsible for the receipt and expenditure of all grant funds, as well as the submission of all program and expenditure reports to NYSED. The \_\_\_\_\_ (*School District, BOCES or IHE*) shall act as the Implementation Lead for this grant and be responsible for coordinating and overseeing the planning and implementation of the program.

The term of this Agreement is from March 1, 2024, through August 31, 2028.

Per the NYSED Consortium Policy for State and Federal Discretionary Grant Program, (*Insert Lead Applicant Name*) will not act solely as a flow-through for grant funds to pass to other recipients and will be responsible for the performance of any services provided by the partner/consortium members, any partners, consultants, or other organizations, and coordinate participation. The (*Insert Lead Applicant Name*) agrees to facilitate communication with (*Insert all other partner(s) names*) to ensure that the partners fully know all aspects/activities that will be conducted through this grant program.

All Partners should review their respective roles and responsibilities outlined below and sign the MOU to indicate their commitment to fulfilling these and any additional responsibilities they may indicate.

### Responsibilities of Partners

Essential responsibilities of the implementation lead:

- Identify key existing staff to coordinate planning and operations
- Convene all partners, coordinate the planning process, and oversee student and staff recruitment and program implementation
- Coordinate management of the partnership, with particular attention to such issues as transportation, tuition, and data collection and submission.

**K-12:** Essential responsibilities of the K-12 (or BOCES, if applicable) partners include:

- Lead K-12 partner must commit to fully implementing all aspects of this RFP, which includes serving high school students and assuring that all students have a documented coherent, consistent, and innovative program which fosters a college-going culture. Wherever possible and on a regular basis, all core faculty for the college and faculty teaching the SS-ECHS students shall collaborate and focus on the instructional needs of the students, based on their skills and abilities;
- Forming a strong partnership, documented in this formal agreement (MOU), with the higher education partner(s) and any business/community collaborators;
- Recruiting historically under-represented and/or economically disadvantaged students for enrollment;
- Identifying/employing school leaders who have demonstrated the ability to drive exceptional student outcomes; are dedicated to working with under-served students and their families; and can provide the leadership skills essential for program success;
- Working with higher education partner(s) to develop a seamless scope and sequence of courses that enable all students to earn at least 24 and up to 60 transferable college credits or an associate degree in degree paths that articulate with degree programs at the partner IHE(s);
- Programs are expected to establish a college-going culture for all students that ideally begins on the first day of 9<sup>th</sup> grade and continues throughout all four years of the SS-ECHS program. Programs may include, but not be limited to, engaging students in instruction on key “college knowledge”, academic and personal behaviors such as time management; collaboration; problem-solving; leadership; study skills; communication; and tenacity.
- Preparing students for college-level coursework from the 9<sup>th</sup> grade level, including college entry-level English and mathematics, so remedial coursework at the post-secondary level is not necessary;
- Preparing students for careers in fields through a program of career awareness, exploration and preparation that is coordinated with the 9<sup>th</sup> – 12<sup>th</sup> grade curriculum in collaboration with the IHE partner(s) and any business partners;
- Collaborating with the IHE partner(s) to provide students with guidance as to how the 24 or more college credits or associate degree they earn will transfer to the partner IHE(s) or other IHEs in the State to complete a postsecondary degree;
- Providing relevant and ongoing professional development for the principal/school leader and all participating teachers, including support and frequent exchanges with one another as well as with faculty and administrators from the partner IHE(s) during the school year; and
- Maximizing available funding streams (in addition to the State appropriation), such as federal School Improvement Grants, to support the needs of participating students.

**Higher Education:** Essential responsibilities of higher education partners include:

- Forming partnerships, as documented in this formal agreement (MOU), with the K-12 partners, any other IHE partners, and any business/community collaborators;

- Identifying appropriate coursework and experiences to introduce students to college course work beginning as early as the summer prior to 9<sup>th</sup> grade. It is recommended that student coursework begin no later than the 10<sup>th</sup> grade;
- Identifying appropriate college courses to include in the program’s scope and sequence, ensuring that students can earn a minimum of 24 and up to 60 college credits or an associate degree that will enable students upon graduation to matriculate at the partner IHE or another IHE with advanced standing and complete a postsecondary degree;
- Working with the K-12 partners to determine which courses will be taught by college faculty, which by high school teachers with adjunct status, and which by a combination of the two (and ensuring the appropriate college-level rigor of courses taught by adjunct faculty);
- Collaborating with high school faculty, any other IHE partners, and any business partners to ensure that high school course content will prepare students for college work and careers;
- Collaborating with high school faculty and any other IHE partners to develop innovative approaches for early diagnosis and interventions for students who require additional academic assistance (Please note: Funds for this program cannot be spent on college remedial coursework; therefore, all high school coursework should prepare students to seamlessly enter college level courses.);
- Maintaining student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students;
- Committing to maximize available funding streams (in addition to the State appropriation) and waive or reduce tuition costs per credit for all SS-ECHS college courses to no more than existing “college in the high school” rates;
- Providing dedicated staff to work on the initiative, including a College Liaison who has the authority to coordinate with the school on the college/university partner’s behalf;
- Committing to accept all credits earned at their institution by SS-ECHS graduates, to enable graduates to complete a postsecondary degree in a timely manner; and
- Committing to collect data to monitor the progress of SS-ECHS graduates who matriculate at the partner IHE, and to share these data with NYSED.

**Business Partner / Industry Partner (if applicable):** Essential responsibilities of the Business Partner include:

- Providing direct career support for SS-ECHS participants -- including site visits, mentorship of students, job-shadowing opportunities, project-based learning opportunities, skills development, and access to paid internships.

In addition, all partners must commit to participate in a statewide network of NYS SS-ECHS schools and to working with colleagues to share expertise and experience on the development of the NYS SS-ECHS model, as well as pertinent resources, tools and strategies.

Additional Responsibilities of each Partner (please list all partners’ responsibilities):



**Name of Lead Applicant**

\_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Name of K-12 Partner (if applicable)**

\_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Name of Higher Education Partner:**

\_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Name of Higher Education Partner:**

\_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Name of Business / Industry Partner (if applicable):**

\_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Name of Community Based Organization (CBO) Partner (if applicable):**

\_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

THE AGREEMENT FOR YOUR PROGRAM SHOULD REFLECT THE SPECIFICS OF YOUR PROGRAM AND YOUR PARTNER/CONSORTIUM MEMBERS. ALL ACTIVITIES/SERVICES, ETC. THAT ARE PERTINENT TO YOUR PROJECT SHOULD BE INCLUDED. PLEASE ADD ADDITIONAL FIELDS FOR MULTIPLE PARTNERS, AS NEEDED. ALL PARTNER RESPONSIBILITIES INCLUDED IN THIS SAMPLE MOU, AS WELL AS ANY ADDITIONAL RESPONSIBILITIES ESTABLISHED BY THE PARTNERSHIP, SHOULD BE INCLUDED IN THE EXECUTED MOU YOU SUBMIT.

**ATTACHMENT VI – Proposed Enrollment Table**

Please complete this table and include it with your application for the NYS SS-ECHS Program. This plan will be scored as part of the Target Population section of the proposal narrative.

**Proposed Enrollment Plan for Proposed NYS SS-ECHS**

Name of SS-ECHS: \_\_\_\_\_

<b>Students Served at Grade Level</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
<b>9th Grade</b>				
<b>10th Grade</b>				
<b>11th Grade</b>				
<b>12th Grade</b>				
<b>Total Enrollment</b>				

**ATTACHMENT VII – Proposed College Credit Accumulation Plan**

Please complete this table and include it with your application for the NYS SS-ECHS Program. This plan will be scored as part of the Curriculum and Academic Rigor section of the proposal narrative.

**Name of SS-ECHS:** \_\_\_\_\_

	Grade Level			
	9	10	11	12
<b>Target average number of transferable college credits earned by a student at each grade level</b>				
<b>Average cumulative number of transferable college credits earned by a student by the end of each grade level</b>				

**ATTACHMENT VIII – Bonus Points**

**Certification of Meeting Criteria for Bonus Points**

**By completing and signing this form, the undersigned certifies the applicant has met one or more of the following criteria to receive bonus points on the New York State Smart Scholars Early College High School Proposal Evaluation Rubric.**

**Check one or more, as applicable:**

- The majority (greater than 50% of the target students will be enrolled from a Target District(s) and/or Comprehensive Support and Improvement (CSI) or Targeted Support and Improvement (TSI) school(s). Name of school(s) and/or school district(s): \_\_\_\_\_ **2 bonus points**
  
- The lead applicant is a lead or partner in an existing SS-ECHS partnership for which, for the two years prior to the school year beginning September 2021, graduates earned an average of 24 or more college credits and whose students achieve a grade-to-grade promotion rate of 95% annually. The actual student outcomes were:
  - an average of \_\_\_\_\_ college credits earned per student in the 2019-20 school year, and
  - an average of \_\_\_\_\_ college credits earned per student in the 2020-21 school year
  - an average grade-to-grade promotion rate of \_\_\_\_\_ for 9<sup>th</sup> to 10<sup>th</sup> grade
  - an average grade-to-grade promotion rate of \_\_\_\_\_ for 10<sup>th</sup> to 11<sup>th</sup> grade
  - an average grade-to-grade promotion rate of \_\_\_\_\_ for 11<sup>th</sup> to 12<sup>th</sup> grade

**2 bonus points**
  
- The project partners with at least one school district located in a Gun Involved Violence Elimination (G.I.V.E.) focal area with a 2019-20 economically disadvantaged student rate above the State average of 55.6% (see Attachment XIII for the list of school districts). **3 bonus points**
  
- The applicant has described a detailed plan for computer hardware and software engineering as the focus of their Early College High School program. **3 bonus points**

**Total Bonus Points \_\_\_\_\_**

<b>Chief Administrator's Signature</b>		<b>Date:</b>
<b>Printed Name</b>		
<b>Title</b>		
<b>Name and Address of Lead Agency</b>		

**ATTACHMENT IX – Proposal Evaluation Rubric Score Sheet**

**New York State Education Department GC #20-016**  
 New York State Smart Scholars Early College High School Program  
**SED Use Only**

Applicant:			
Reviewer Initials	Review Completed:	Funding Requested:	Score:

**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 (15) 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.

**Rating Guidelines:**

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

**Total of 100 to 110 points available with the inclusion of bonus points.**

**All applicants must receive a minimum score of 60 points (not including Bonus Points) to be considered for funding. Any awarded bonus points will be added to the final score for purposes of ranking proposals (Note: bonus points cannot be counted unless score (excluding bonus points) exceeds the minimum scoring threshold of 60.**

Bonus Points	Yes	No
The applicant has met the following criteria for earning assigned bonus points:		
<input type="checkbox"/> Greater than 50% of the students will be enrolled from a Target District.		
<input type="checkbox"/> The lead applicant is a lead or partner in an existing SS-ECHS whose graduates earned an average of at least 24 transferable college credits for the 2019-2020 and 2020-2021 school years and whose students achieve a grade-to-grade promotion rate of 95% annually		
<input type="checkbox"/> The project partners with at least one school district located in a Gun Involved Violence Elimination (G.I.V.E.) focal area with a 2019-20 economically disadvantaged student rate above the State average of 55.6%.		
<input type="checkbox"/> The applicant has described a detailed plan for computer hardware and software engineering as the focus of their Early College High School program.		
<b>Total Bonus Points</b>		

<b>1. Target Population [10 points]</b> The target population is students who have been identified as historically underrepresented in postsecondary education and/or economically disadvantaged.	Very Good	Good	Fair	Poor	NF
a. The applicant discusses how the SS-ECHS will identify and recruit mainly students who are historically underrepresented, and/or economically disadvantaged.	5	3.75	2.5	1.25	0
b. The recruitment plan provides the enrollment targets for the SS-ECHS, serving a minimum of 25 and a maximum of 100 students per grade level with these grant funds. If the SS-ECHS is an existing SS-ECHS, the applicant may provide justification for a larger student enrollment. Describe how the project is expected to successfully serve the targeted population. A completed Proposed Enrollment Table (Attachment VI) is included with the application.  NOTE: The SS-ECHS program does not extend the senior year of high school into a 5 <sup>th</sup> year or longer. This applies to applicants with both new and existing SS-ECHSs. All SS-ECHSs funded with this grant program will not include	5	3.75	2.5	1.25	0

<p>any grade levels higher than the 9th grade in their first year of operation, and will add a grade level each year for three succeeding years up to the 12<sup>th</sup> grade. A NYS SS-ECHS is considered fully operational if it has enrolled and graduated at least one class of students. Fully operational NYS SS-ECHSs will include four grades: grades 9 through 12.</p>					
<p>Comments:</p>					<p>Score (      ) out of 10</p>

<p><b>2. P-16 Partnership and Governance [15 points]</b> The applicant describes an active partnership that works closely together to administer the SS-ECHS.</p>	Very Good	Good	Fair	Poor	NF
<p>a. The application provides evidence that the SS-ECHS is supported by an active partnership between the school district and IHE partner(s) and other collaborators, if applicable. If the applicant is an existing SS-ECHS partnership proposing to maintain the existing partners, provide a brief history of the partnership. All applicants must describe the roles and responsibilities of each party, including a steering committee and joint decision-making procedures that allow for the planning and implementation of a coherent program across institutions. A description of the committee membership and frequency of meetings is included. The fully executed MOU clearly defines the roles of each NYS SS-ECHS partner, including the fiscal agent and implementation lead.</p>	5	3.75	2.5	1.25	0
<p>b. The narrative articulates the commitment of the IHE partner(s) to apply the college credits earned by SS-ECHS graduates who matriculate at their institution toward a postsecondary degree and support their completion of the degree in a timely and efficient manner. The narrative also provides plans for articulation agreements with other IHEs beyond the SS-ECHS partnership. The plan should include recognition of the goal of the SS-ECHS program to strengthen articulation between 2- and 4-year institutions so that SS-ECHS graduates will have the ability to transfer their college credits to any New York State 4-year institutions to complete baccalaureate degrees in 4 years or less.</p>	5	3.75	2.5	1.25	0



<p>c. The narrative describes how the responsibility for performance reporting will be allocated among the partners. The partnership’s process for collecting, sharing, and reviewing student data to assess the progress of the SS-ECHS is described. This includes data on graduates who matriculate at the partner IHE. The narrative describes each partner IHE’s commitment to track the progress of SS-ECHS graduates who matriculate at their institution, to support their timely completion of a postsecondary degree based on the student’s advanced standing due to credit accumulation from the SS-ECHS.</p>	5	3.75	2.5	1.25	0
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Score ( ) out of 15

**2. P-16 Partnership and Governance (continued)**

Comments:

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<b>3. Program Location [10 points]</b>	Very Good	Good	Fair	Poor	NF
<p>a. The narrative explains whether the SS-ECHS is</p> <ul style="list-style-type: none"> <li>• a school or small learning community located on the IHE partner’s campus</li> <li>• a stand-alone school located near the IHE partner’s campus</li> <li>• an autonomous small learning community or academy within a larger high school that is located near the IHE partner’s campus where SS-ECHS students are a separate cohort with their own teachers, leader, schedule, and curriculum plan.</li> </ul> <p>Applicants whose SS-ECHS is not located on the partner IHE campus must provide at least three college courses for all students on the partner IHE campus, to help instill in the SS-ECHS students the value and impact of a college-going culture. For SS-ECHS programs in which students earn an associate degree, students must take at least six of their college courses on the partner IHE campus.</p> <p>SS-ECHSs will be considered located “near the IHE partner’s campus” if their students can be transported to the campus within 45 minutes or less. Such proximity would facilitate the students’ taking college courses on campus and visiting the campus to utilize the IHE resources or participate in special events.</p>	10	7.5	5	2.5	0
<p>Comments: <span style="float: right;">Score (    ) out of 10</span></p>					

<b>4. Curriculum and Academic Rigor [18 points]</b>	Very Good	Good	Fair	Poor	NF
a. The narrative describes the partnership’s capacity and plans to use authentic and comprehensive measures of assessment to plan instruction, coordinate support services, and assess students’ readiness for enrollment in college level courses.	3	2.25	1.5	0.75	0
b. The narrative describes a full-day curriculum plan that provides rigorous, high-quality instruction and extra academic support for grades 9 through 12, to prepare students from the target population for entry level college courses that typically should not begin later than 10 <sup>th</sup> grade. The narrative also describes how innovative teaching and learning strategies (e.g., project-based learning, technology-enabled learning, cross-curricular instruction, etc.) will be integrated into the curriculum. A description of extended learning time is included in this section. If the school that will host the ECHS program is currently implementing an approved SIF grant or SIG, this section of the proposal narrative should describe how NYS SS-ECHS grant funds will work with other federal or state grant funds to meet their individual turnaround strategy. A target of at least 90 hours of additional instruction is provided each implementation year.	4	3	2	1	0
c. The narrative explains the plan for how the core high school level courses will be aligned with college-level courses at the partner IHE(s) and prepare the students to earn at least 24 and up to 60 transferrable college credits or an associate degree within four years of high school.	3	2.25	1.5	0.75	0
d. The narrative explains how students will be provided a program of career awareness, exploration and preparation for careers in fields that is coordinated with the academic curriculum. The narrative describes how innovative teaching and learning strategies will be integrated into the curriculum to support the career focus (e.g., project-based learning, technology-enabled learning, work-based learning, etc.). Local business partner(s) may collaborate with the SS-ECHS partnership to provide activities that support the career focus.	4	3	2	1	0
e. The narrative explains how students will receive a Regents diploma and at least 24 and up to 60 transferrable college credits or an associate degree. The applicant has submitted a College Credit Accumulation Plan (Attachment VII) that outlines the target number of	4	3	2	1	0

college credits students will earn at each grade level, and the number of college credits students will have earned cumulatively at the end of each grade level. The applicant also identifies approximately how many college courses will be offered by college faculty on the partner IHE campus. SS-ECHSs that are not located on the partner IHE campus must require students to take at least three courses on the partner IHE campus. For SS-ECHS programs in which students earn an associate degree, students must take at least six of their college courses on the partner IHE campus.

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Score ( ) out of 18

**4. Curriculum and Academic Rigor *continued***

Comments:

<b>5. Support Structures [15 points]</b> The applicant describes how the partners collaborate to provide support structures to build college readiness and a college-going culture.	Very Good	Good	Fair	Poor	NF
a. The applicant provides plans for creating and implementing strategies and activities that foster a distinct college-going culture at the SS-ECHS, such as bridge programs, participation in college activities, or college visits. All students, regardless of program location, will attend a summer program on the partner IHE's campus prior to taking college courses on the college campus during the school year. The summer program should be at least three weeks in duration. The summer program may be of longer duration and include one or more college courses.	3	2.25	1.5	0.75	0
b. The applicant provides plans for creating a personalized learning environment and student academic support services to maximize student success, such as tutoring or mentoring. The applicant explains how students will be provided guidance in planning career paths and a postsecondary degree path(s) that supports that career. The applicant also explains how SS-ECHS graduates who matriculate at the partner IHE will be supported to complete a postsecondary degree in a timely manner, considering the number of college credits they had accumulated when they matriculated.	3	2.25	1.5	0.75	0
c. The applicant describes plans for social and emotional support services for the SS-ECHS students, such as advisory structures, personalized learning communities, individual graduation plans, or guidance and counseling. A local 501(c)(3) CBO may participate in this endeavor.	3	2.25	1.5	0.75	0
d. The applicant describes plans for giving SS-ECHS students access to the partner IHE's facilities, resources, and services, such as university faculty; libraries; science labs; technology and writing centers; artistic, cultural, and sports facilities and activities; and extracurricular activities as appropriate.	3	2.25	1.5	0.75	0
e. The applicant provides evidence of the commitment to substantial parental and community involvement in strategies and activities designed to encourage high school and postsecondary degree completion, and successful transfer to a postsecondary institution and/or pursuit of a career	3	2.25	1.5	0.75	0
<div style="display: flex; justify-content: space-between;"> <span>Comments:</span> <span>Score (    ) out of 15</span> </div>					

**5. Support Structures *continued***

Comments:

<b>6. Staffing and Management [12 points]</b>	Very Good	Good	Fair	Poor	NF
<p>a. Applicants provide job descriptions and resumes for key professional staff (e.g., the principal/school leader/program director/coordinator) who are dedicated to the SS-ECHS. The applicant explains how the school leaders possess the ability to drive exceptional student outcomes, are dedicated to working with traditionally underrepresented and/or economically disadvantaged students and their families, and can provide the leadership skills essential for program success. For any key professional staff not yet identified, applicants provide job descriptions and describe plans for recruitment of new professional staff that will be dedicated to the SS-ECHS, and that possess these leadership qualities.</p>	3	2.25	1.50	0.75	0
<p>b. The applicant demonstrates that P-12 teachers and faculty selected to participate in the SS-ECHS have the appropriate background to deliver college-level courses and the ability to provide accelerated instruction to students traditionally underrepresented in postsecondary education or provides the plan to hire teachers and faculty with these qualities.</p>	3	2.25	1.50	0.75	0
<p>c. The applicant describes plans for supporting the staff and teachers to deliver the SS-ECHS model. Plans for common planning time for SS-ECHS instructional faculty and other appropriate staff, including school leaders and, when possible, higher-education faculty are provided. Plans for providing SS-ECHS teachers with support and guidance through teacher mentoring, professional development, and induction programs are described. Over the five grant periods, a minimum of five additional professional development days should be planned for high school staff over and above that provided to all staff in the K-12 system. This professional development should focus on curriculum alignment and developing a college-going culture. The applicant explains how collaboration with higher education faculty will be included in these plans.</p>	3	2.25	1.50	0.75	0

<p><b>6. Staffing and Management <i>continued</i></b></p> <p>d. The applicant describes a management plan that will assure the effective completion of project activities and requirements given the fiscal and other resources available. Demonstrate collaboration in order to establish best practices among all partners; describe coordination and maintenance of all reports, student records, and fiscal transactions. Provide an organizational chart that indicates the management structure of the program within the institution. Consortium applicants only: Demonstrate collaboration in order to establish best practices among consortium partners; describe coordination and maintenance of all reports, student records, and fiscal transactions; describe how the consortium will provide leadership and programmatic oversight of the project. The consortium management plan should also include the organizational relationships between the lead institution and each member institution and identify who will serve as the project point person among all partners. Provide an organizational chart of the consortium arrangement.</p>	3	2.25	1.50	0.75	0
<p>Comments: _____</p> <p style="text-align: right;">Score (    ) out of 12</p>					

<p><b>7. Budget [20 points]</b></p> <p>Program budgets will be evaluated based on the number of students to be served, the quality of the program design, and efficient use of funds and other resources.</p>	Very Good	Good	Fair	Poor	NF
<p>a. Evidence the grant funds budget (FS-10), the comprehensive program budget plan &amp; overall resource plan (Attachment IV), and the budget narrative demonstrate sustainability. The documents demonstrate that the school district and IHE partners have agreed to coordinate funds and resources to support the long-term financial stability of their SS-ECHS. In addition to providing the spending plan for the SS-ECHS award, the comprehensive program budget &amp; overall resource plan, and the budget narratives outline the in-kind contributions from the School District and the IHE partner(s) as well as other funding</p>	6	4.5	3	1.5	0



sources. The budget narrative may also include a description of other potential funding sources.					
b. Evidence the grant funds budget, the comprehensive program budget plan & overall resource plan, and budget narrative describe how costs are reasonable and necessary to support the project activities and goals.	5	3.75	2.5	1.25	0
c. Evidence the grant funds budget, the comprehensive program budget plan & overall resource plan, and budget narrative reflect an understanding of the actual costs of operation of the program when fully implemented. <b>Note:</b> For SS-ECHS programs not located on a college campus, the budget should include sufficient funding to support the transportation of students to the partnering IHE(s) for the promotion of a college-going culture among the students and the participation of all students in at least three college courses on the partner IHE’s campus. Consortia budgets must also include sufficient funding to support the roundtrip transportation of students from all partner school districts to the partnering IHE(s), as well as to the SS-ECHS site, if different. For SS-ECHS programs in which students earn an associate degree, students must take at least six of their college courses on the partner IHE campus. These figures are included under “Purchased Services” in the Fiscal Form as well as the accompanying comprehensive program budget form and budget narrative.	5	3.75	2.5	1.25	0
d. Evidence the grant funds budget, the comprehensive program budget plan & overall resource plan worksheets, and budget narrative describe how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided. The Budget Narratives of existing SS-ECHS partnerships provide a clear explanation of how their SS-ECHS funds and activities will not supplant or duplicate funds and services currently provided.	4	3	2	1	0
Comments:					Score ( ) out of 20

**Scoring By Section**

- 1. Target Population ( ) out of 10 points
- 2. P-16 Partnership and Governance ( ) out of 15 points
- 3. Program Location ( ) out of 10 points
- 4. Curriculum and Academic Rigor ( ) out of 18 points
- 5. Support Structures ( ) out of 15 points
- 6. Staffing and Management ( ) out of 12 points
- 7. Budget ( ) out of 20 points

**SUBTOTAL ( ) out of 100 points**

**Bonus Points**

- 8. Applicant meets one or more bonus criteria ( ) out of 10 bonus points

**TOTAL SCORE: \_\_\_\_\_**

**ATTACHMENT X – M/WBE GOALS**

**M/WBE Goal Calculation Worksheet**

**Project Name:** Smart Scholars Early College High School

**Applicant Name:** \_\_\_\_\_

The M/WBE participation goal is 30% of each grantee’s total discretionary non-personal service budget. Discretionary non-personal service budget is defined as the total budget, excluding the sum of funds budgeted for direct personal services (i.e., professional and support staff salaries); fringe benefits; the portion of the budget in purchased services representing stipends, student tuition, and financial assistance; indirect costs; room and board, if these are allowable expenditures.

**For the purposes of the grant, the salary and fringe benefit exclusion applies to the expenses of the lead applicant as well as any approved partner organization.** For example, the salaries of project staff employed by any approved partner should be excluded from the total budget, along with the lead applicant’s project staff salaries, when calculating the discretionary non-personal service budget. Therefore, **lines 2-5 below will include any project salaries and fringe benefits of the lead applicant AND members of the partnership.** (Please note that the indirect costs of partner organizations are not allowable expenses under this grant program.)

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

	<b>Budget Category</b>	<b>Amount budgeted for items excluded from M/WBE calculation</b>	<b>Totals (2023-24 Project Total)</b>
1.	<b>Total Budget</b>		
2.	<b>Professional Salaries</b>		
3.	<b>Support Staff Salaries</b>		
4.	<b>Fringe Benefits</b>		
5.	<b>Portion of Purchased Services identified as Partnership Salaries and Benefits (Codes 40 &amp;49)</b>		
6.	<b>Portion of Purchased Services identified as Student Tuition (Code 40)</b>		
7.	<b>Indirect Costs (lead applicant only)</b>		
8.	<b>Sum of lines 2, 3, 4, 5, 6, and 7</b>		
9.	<b>Line 1 minus Line 8</b>		
10.	<b>M/WBE goal percentage (30%)</b>		<b>0.30</b>
11.	<b>Line 9 multiplied by Line 10 =M/WBE goal amount</b>		

**This form is only for use with the 2024-2028 SS-ECHS Program.  
It may not be used with any other grant programs.**

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

**RFP GC23-015: NYS SS-ECHS 2024-2028**

**Applicant Name:** \_\_\_\_\_

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

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

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

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

**M/WBE UTILIZATION PLAN**

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

Bidder/Applicant's

Name \_\_\_\_\_ Telephone/Email: \_\_\_\_\_/\_\_\_\_\_

Address \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

City, State, Zip \_\_\_\_\_ RFP No.: \_\_\_\_\_

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

PREPARED BY (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

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

NAME AND TITLE OF PREPARER: \_\_\_\_\_  
(print or type)

TELEPHONE/E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

**M/WBE 100**

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

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

INSTRUCTIONS: Part A of this form must be completed and signed by the Bidder/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:**

\_\_\_\_\_ 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative

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

PROJECT/CONTRACT # \_\_\_\_\_

I, \_\_\_\_\_  
(Bidder/Applicant)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

\_\_\_\_\_ (Address) \_\_\_\_\_ (Telephone Number)

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

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

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

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

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

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

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

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

Submit additional pages as needed.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

**M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION**

**PROJECT NAME** \_\_\_\_\_

I, \_\_\_\_\_ (Authorized Representative) \_\_\_\_\_ (Title) \_\_\_\_\_ (Bidder/Applicant's Company)  
 \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone)

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

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

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

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

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

\_\_\_\_\_  
**Authorized Representative Signature**                      **Date**                      **Print Name**

**M/WBE 105A**



**REQUEST FOR WAIVER FORM**

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

**TELEPHONE:**  
**EMAIL:**  
**FEDERAL ID NO.:**  
**RFP NO./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.

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

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

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

**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 following page)**

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		Male								Female							
		Male	Female	White	African-American or Black	Native Hawaiian or Other Pacific	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran	White	African-American	Native Hawaiian or Other Pacific	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. 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.
2. 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](mailto:mwbegrants@nysed.gov), if you have any questions. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in designated areas.
6. 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.

## **Sexual Harassment Prevention Certification**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder 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.

## ATTACHMENT XI – LIST OF PRIORITY SCHOOLS

The following is a list of all Priority Schools/Districts in New York State for the 2022-23 school year. **However**, to be eligible for this Smart Scholars RFP, applicants **MUST** meet all of the requirements of this RFP **AND** enroll grades 9 through 12.

### 2022-23 Comprehensive Support and Improvement (CSI) Schools

BEDS Code	School Name
010100010018	DELAWARE COMMUNITY SCHOOL
010100010029	GIFFEN MEMORIAL ELEMENTARY SCHOOL
010100010039	ARBOR HILL ELEMENTARY SCHOOL
010100010043	P J SCHUYLER ACHIEVEMENT ACADEMY
010100010045	MYERS MIDDLE SCHOOL
010100010051	NORTH ALBANY ACADEMY MIDDLE SCHOOL
010100860907	GREEN TECH HIGH CHARTER SCHOOL
010100860960	ALBANY LEADERSHIP CS-GIRLS
010701030001	HEATLY SCHOOL
030200010005	BENJAMIN FRANKLIN ELEMENTARY
030200010012	THEODORE ROOSEVELT SCHOOL
030200010015	EAST MIDDLE SCHOOL
070600010007	FASSETT ELEMENTARY SCHOOL
070600010016	THOMAS K BEECHER SCHOOL
070600010021	ERNIE DAVIS ACADEMY
131500010009	MORSE YOUNG MAGNET SCHOOL
131500010010	POUGHKEEPSIE HIGH SCHOOL
131500010011	POUGHKEEPSIE MIDDLE SCHOOL
140600010003	D'YOUVILLE-PORTER CAMPUS
140600010006	BUFFALO ES OF TECHNOLOGY
140600010018	DR A PANTOJA COMM SCH EXCLLNCE -#18
140600010031	HARRIET ROSS TUBMAN ACADEMY
140600010033	BILINGUAL CENTER
140600010037	MARVA J DANIEL FUTURES PREP SCHOOL
140600010043	LOVEJOY DISCOVERY SCHOOL #43
140600010045	INTERNATIONAL SCHOOL
140600010053	COMMUNITY SCHOOL #53

BEDS Code	School Name
140600010059	PS 59 DR CHARLES DREW SCI MAGNET
140600010065	PS 65 ROOSEVELT ECC
140600010074	PS 74 HAMLIN PARK CLAUDE AND OUIDA
140600010076	HERMAN BADILLO BILINGUAL ACADEMY
140600010080	HIGHGATE HEIGHTS
140600010094	DR LYDIA T WRIGHT SCH OF EXCELLENCE
140600010101	BURGARD HIGH SCHOOL
140600010122	BENNETT PARK MONTESSORI SCHOOL
140600010129	PFC WILLIAM J GRABIARZ #79
140600010130	FRANK A SEDITA SCHOOL #30
140600010132	MATH SCIENCE TECH PREP SCHOOL-197
140600010133	ACADEMY SCHOOL
140600010140	EAST COMMUNITY SCHOOL
140600010197	HARVEY AUSTIN SCHOOL #97
140600010310	RIVERSIDE ACADEMY HIGH SCHOOL
140600010312	BUILD COMMUNITY SCHOOL
140600010314	MARTIN LUTHER KING JR #48
140600010316	PATHWAYS ACADEMY
140600860856	ENTERPRISE CHARTER SCHOOL
140600861072	CHARTER SCHOOL OF INQUIRY
140600861129	BUFFALO COLLEGIATE CHARTER SCHOOL
140600861134	PERSISTENCE PREP ACADEMY CS
140600861183	BUFFALO CREEK ACADEMY CS
141800010005	LACKAWANNA MIDDLE SCHOOL
161501060011	DAVIS ELEMENTARY SCHOOL

BEDS Code	School Name
190501040004	COXSACKIE-ATHENS MIDDLE SCHOOL
251101040003	MADISON CENTRAL SCHOOL
260501861020	YOUNG WOMEN'S COLLEGE PREP CS
261600010002	SCHOOL 2-CLARA BARTON
261600010003	DR ALICE HOLLOWAY YOUNG SCHOOL OF EX
261600010004	SCHOOL 4-GEORGE MATHER FORBES
261600010005	SCHOOL 5-JOHN WILLIAMS
261600010007	SCHOOL 7-VIRGIL GRISSOM
261600010008	SCHOOL 8-ROBERTO CLEMENTE
261600010009	SCHOOL 9-DR MARTIN LUTHER KING JR
261600010010	DR WALTER COOPER ACADEMY
261600010012	ANNA MURRAY-DOUGLASS ACADEMY
261600010016	SCHOOL 16-JOHN WALTON SPENCER
261600010017	SCHOOL 17-ENRICO FERMI
261600010019	SCHOOL 19-DR CHARLES T LUNSFORD
261600010022	SCHOOL 22-LINCOLN SCHOOL
261600010028	SCHOOL 28-HENRY HUDSON
261600010029	SCHOOL 29-ADLAI E STEVENSON
261600010033	SCHOOL 33-JOHN JAMES AUDUBON
261600010034	SCHOOL 34-DR LOUIS A CERULLI
261600010035	SCHOOL 35-PINNACLE
261600010039	SCHOOL 39-ANDREW J TOWNSON
261600010042	SCHOOL 42-ABELARD REYNOLDS
261600010045	SCHOOL 45-MARY MCLEOD BETHUNE
261600010050	SCHOOL 50-HELEN BARRETT MONTGOMERY
261600010054	SCHOOL 54-FLOWER CITY COMM SCHOOL
261600010058	SCHOOL 58-WORLD OF INQUIRY SCHOOL
261600010061	EAST UPPER HIGH SCHOOL
261600010066	JAMES MONROE UPPER SCHOOL

BEDS Code	School Name
261600010068	JOSEPH C WILSON FOUNDATION ACADEMY
261600010073	NORTHEAST COLLEGE PREP HIGH SCHOOL
261600010089	NORTHWEST COLLEGE PREP HIGH SCHOOL
261600010095	EDISON CAREER AND TECHNOLOGY HIGH
261600010105	EAST LOWER SCHOOL
261600010106	RISE COMMUNITY SCHOOL
261600010107	MONROE LOWER SCHOOL
261600010108	FRANKLIN UPPER SCHOOL
261600010109	FRANKLIN LOWER SCHOOL
261600860877	URBAN CHOICE CHARTER SCHOOL
261600860910	ROCHESTER ACADEMY CHARTER SCHOOL
261600860985	UNIVERSITY PREP CS-YOUNG MEN
261600861153	ACADEMY OF HEALTH SCIENCES CS
270100010006	R J MCNULTY ACADEMY
270100010009	WILBUR H LYNCH LITERACY ACADEMY
280201030001	JOSEPH MCNEIL SCHOOL
310100010034	PS 34 FRANKLIN D ROOSEVELT
310200011544	INDEPENDENCE HIGH SCHOOL
310200011570	SATELLITE ACADEMY HIGH SCHOOL
310200860819	JOHN V LINDSAY WILDCAT ACADEMY CS
310300010076	PS 76 A PHILLIP RANDOLPH
310300010149	PS 149 SOJOURNER TRUTH
310300010242	PS 242 YOUNG DIPLOMATS MAGNET
310300011505	EDWARD A REYNOLDS WEST SIDE HS
310300860871	OPPORTUNITY CHARTER SCHOOL
310400010375	MOSAIC PREPARATORY ACADEMY
310500010123	PS 123 MAHALIA JACKSON
310500010175	PS 175 HENRY H GARNET
310500010194	PS 194 COUNTEE CULLEN
310500010371	SEED HARLEM
310500010514	NEW DESIGN MIDDLE SCHOOL
310500011499	FREDERICK DOUGLASS ACADEMY

BEDS Code	School Name
310600010132	PS 132 JUAN PABLO DUARTE
310600010328	COMMUNITY MATH AND SCIENCE PRE
320700010018	PS 18 JOHN PETER ZENGER
320700010030	PS 30 WILTON
320700010224	PS/IS 224
320700010298	ACADEMY OF PUBLIC RELATIONS
320700011379	JILL CHAIFETZ TRANSFER HIGH SCHOOL
320700011381	BRONX HAVEN HIGH SCHOOL
320700011551	URBAN ASSEMBLY BRONX OF LETTERS
320700861139	URBAN DOVE TEAM CHARTER SCHOOL II
320800010048	PS 48 JOSEPH R DRAKE
320800010301	MS 301 PAUL L DUNBAR
320800010333	LONGWOOD ACADEMY OF DISCOVERY
320800010448	SOUNDVIEW ACADEMY
320800011376	ANTONIA PANTOJA PREP ACADEMY
320800011377	BRONX COMMUNITY HIGH SCHOOL
320800011452	GOTHAM COLLABORATIVE HIGH SCHOOL
320800861155	BRONX ARTS AND SCIENCE CS
320900010055	PS 55 BENJAMIN FRANKLIN
320900010058	PS 58
320900010070	PS 70 MAX SCHOENFELD
320900010274	NEW AMERICAN ACAD-R CLEMENTE STATE
320900010303	IS 303 LEADERSHIP & COMM SERVICE
320900010593	SOUTH BRONX INTERNATIONAL MS
320900011241	URBAN ASSMBLY SCHOOL-APPL MATH
320900011350	NEW DIRECTIONS SECONDARY SCHOOL
320900011404	SCHOOL FOR EXCELLENCE
320900011543	HIGH SCHOOL FOR VIOLIN AND DANCE
321000010046	PS 46 EDGAR ALLAN POE

BEDS Code	School Name
321000010051	BRONX STEM AND ARTS ACADEMY (THE)
321000010059	PS 59 COMMUNITY SCHOOL-TECHNOLOGY
321000010085	PS 85 GREAT EXPECTATIONS
321000010360	PS 360
321000011237	MARIE CURIE HIGH SCHOOL-NURSING
321000011268	KINGSBRIDGE INTERNATIONAL HS
321000011319	PULSE HIGH SCHOOL
321000011342	INTERNATIONAL SCHOOL FOR LIBERAL ART
321000861064	CHARTER HS-LAW AND SOCIAL JUSTICE
321100010287	NORTH BRONX SCHOOL OF EMPOWERMENT
321100010355	BRONX ALLIANCE MIDDLE SCHOOL
321100010370	LEADERS OF TOMORROW
321100010462	CORNERSTONE ACAD-SOCIAL ACTION-MS
321200010006	PS 6 WEST FARMS
321200010047	PS 47 JOHN RANDOLPH
321200010195	PS 195
321200010300	SCHOOL OF SCIENCE & APPLIED LRNG
321200010318	IS 318 MATH, SCIENCE & TECH THRO ART
321200010595	COLIBRI COMMUNITY SCHOOL (THE)
321200011479	BRONX CAREER AND COLLEGE PREP HS
321200861010	NEW VISIONS AIM CHARTER HS II
331300010044	PS 44 MARCUS GARVEY
331300010067	PS 67 CHARLES A DORSEY
331300010265	DR SUSAN S MCKINNEY SEC SCH-ARTS
331300010301	RESTORATION ACADEMY
331300010307	PS 307 DANIEL HALE WILLIAMS
331300010351	URBAN ASSEMBLY UNISON SCHOOL (THE)
331300011527	URBAN ASSEMBLY INST OF MATH AND SCIE



BEDS Code	School Name
331300011553	BROOKLYN ACADEMY HIGH SCHOOL
331300011616	BROOKLYN HS-LEADERSHIP & COMMUNITY
331400010018	PS 18 EDWARD BUSH
331400011586	LYONS COMMUNITY SCHOOL
331500010015	PS 15 PATRICK F DALY
331500010136	IS 136 CHARLES O DEWEY
331500861016	NEW DAWN CHARTER HIGH SCHOOL
331600010243	PS 243 WEEKSVILLE SCHOOL
331600011669	RESEARCH AND SERVICE HIGH SCHOOL
331600861082	ACHIEVEMENT FIRST LEGACY CS
331700010375	PS 375 JACKIE ROBINSON SCHOOL
331700010394	MS 394
331700011646	ASPIRATIONS DIPLOMA PLUS HIGH SCHOOL
331700861007	NEW VISIONS AIM CHARTER HS I
331800861168	LAMAD ACADEMY CHARTER SCHOOL
331900010213	PS 213 NEW LOTS
331900010273	PS 273 WORTMAN
331900010306	PS 306 ETHAN ALLEN
331900010364	IS 364 GATEWAY
331900010557	BROOKLYN GARDENS ELEMENTARY SCHOOL
331900010654	VAN SICLEN COMMUNITY MIDDLE SCHOOL
331900010663	SCHOOL OF THE FUTURE BROOKLYN
331900011510	WORLD ACAD FOR TOTAL COM HEALTH
332100010188	PS 188 MICHAEL E BERDY
332100011728	LIBERATION DIPLOMA PLUS
332200861006	URBAN DOVE TEAM CHARTER SCHOOL
332300010284	GREGORY JOCKO JACKSON-SPORTS-ARTS
332300010298	PS 298 DR BETTY SHABAZZ
332300010323	PS/IS 323
332300010668	RIVERDALE AVENUE MIDDLE SCHOOL

BEDS Code	School Name
332300011647	METROPOLITAN DIPLOMA PLUS HS
333200010291	JHS 291 ROLAND HAYES
333200010347	IS 347 SCHOOL OF HUMANITIES
333200010377	PS 377 ALEJANDRINA B DE GAUTIER
333200010564	BUSHWICK COMMUNITY HS
342700010042	PS/MS 42 R VERNAM
342700010043	PS 43
342700010053	MS 53 BRIAN PICCOLO
342700010105	PS 105 BAY SCHOOL
342700010106	LIGHTHOUSE ELEMENTARY SCHOOL
342700010183	PS 183 DR RICHARD R GREEN
342700011260	FREDERICK DOUGLASS ACAD VI HS
342700861147	NEW DAWN CHARTER HS II
343000010111	PS 111 JACOB BLACKWELL
343000010235	ACADEMY FOR NEW AMERICANS
353100010020	PS 20 PORT RICHMOND
353100010031	PS 31 WILLIAM T DAVIS
353100010078	PS 78
411800010001	GANSEVOORT ELEMENTARY SCHOOL
411800010008	BELLAMY ELEMENTARY SCHOOL
420807040002	ONONDAGA NATION SCHOOL
421800010003	CLARY MIDDLE SCHOOL
421800010004	BELLEVUE ELEMENTARY SCHOOL
421800010006	VAN DUYN ELEMENTARY SCHOOL
421800010010	ROBERTS K-8 SCHOOL
421800010011	MEACHEM ELEMENTARY SCHOOL
421800010022	FRAZER K-8 SCHOOL
421800010028	SEYMOUR DUAL LANGUAGE ACADEMY
421800010035	GRANT MIDDLE SCHOOL
421800010042	MCKINLEY-BRIGHTON ELEMENTARY
421800010043	WEBSTER ELEMENTARY SCHOOL
421800010048	LINCOLN MIDDLE SCHOOL
421800010052	DR WEEKS ELEMENTARY SCHOOL
421800010071	PUBLIC SERVICE LEADERSHIP ACA-FOWLER

BEDS Code	School Name
421800010072	DELAWARE PRIMARY SCHOOL
421800010073	SYRACUSE STEM AT BLODGETT
421800010074	STEAM AT DR KING ELEMENTARY
421800010075	BRIGHTON ACADEMY
421800861124	CITIZENSHIP-SCIENCE ACA-SYRACUSE
441600010006	GAMS HIGH TECH MAGNET SCHOOL
441600010016	SOUTH MIDDLE SCHOOL
491200010006	VAN RENSSELAER ELEMENTARY SCHOOL
491200010007	RENSSELAER JUNIOR/SENIOR HIGH
491700010002	PS 2
500402060001	FLEETWOOD ELEMENTARY SCHOOL
500402060010	SUMMIT PARK ELEMENTARY SCHOOL
500402060015	POMONA MIDDLE SCHOOL
500402060023	ELDORADO ELEMENTARY SCHOOL
530600010008	DR MARTIN LUTHER KING JR ES
530600010009	HAMILTON ELEMENTARY SCHOOL
530600010011	LINCOLN ELEMENTARY SCHOOL
530600010013	PAIGE ELEMENTARY SCHOOL
530600010014	PLEASANT VALLEY ELEMENTARY SCHOOL
530600010024	MONT PLEASANT MIDDLE SCHOOL
530600010026	VAN CORLAER ELEMENTARY SCHOOL
530600010030	WILLIAM C KEANE ELEMENTARY SCHOOL
530600010034	CENTRAL PARK MIDDLE SCHOOL
530600010035	ONEIDA MIDDLE SCHOOL
580212060007	LONGWOOD MIDDLE SCHOOL
580232030014	WILLIAM FLOYD LEARNING CENTER
580512030021	SOUTH MIDDLE SCHOOL
580602040002	ROANOKE AVENUE SCHOOL
580602040009	PULASKI STREET ELEMENTARY SCHOOL
590501060002	FALLSBURG JUNIOR-SENIOR HS
590501060003	BENJAMIN COSOR ELEMENTARY SCHOOL

BEDS Code	School Name
591401060003	GEORGE L COOKE SCHOOL
610600010007	ENFIELD SCHOOL
620600010014	JOHN F KENNEDY SCHOOL
620600010025	M CLIFFORD MILLER MIDDLE SCHOOL
650301040002	CLYDE-SAVANNAH ELEMENTARY SCHOOL
650501040003	LYONS MIDDLE SCHOOL
660900010013	MT VERNON HIGH SCHOOL
662300010017	SCHOOL 17
662300010025	MUSEUM SCHOOL 25
662300010036	CROSS HILL ACADEMY
662300010056	BARACK OBAMA SCHOOL FOR SJ

## 2022-23 Targeted Support and Improvement (TSI) Schools

BEDS CODE	SCHOOL NAME
061700010010	THOMAS JEFFERSON MIDDLE SCHOOL
061700010012	GEORGE WASHINGTON MIDDLE SCHOOL
070600010010	HENDY AVENUE SCHOOL
070902060004	COHEN MIDDLE SCHOOL
082001040003	SHERBURNE-EARLVILLE MIDDLE SCHOOL
110701060003	HOMER INTERMEDIATE SCHOOL
130200010006	SARGENT SCHOOL
130801060006	HAVILAND MIDDLE SCHOOL
132101060010	WAPPINGERS JUNIOR HIGH SCHOOL
140600010017	PS 17
142801060017	NORTHWOOD ELEMENTARY SCHOOL
170500010007	PARK TERRACE SCHOOL
170500010009	GLOVERSVILLE HIGH SCHOOL
220202040001	ALEXANDRIA CENTRAL ELEMENTARY
240901040001	MT MORRIS MIDDLE/SENIOR HS
251400010008	OTTO L SHORTELL MIDDLE SCHOOL
260501060011	LAKESHORE ELEMENTARY SCHOOL
260501060023	ARCADIA MIDDLE SCHOOL
260801060012	EAST IRONDEQUOIT MIDDLE SCHOOL
261600860811	EUGENIO MARIA DE HOSTOS CHARTER
280224020001	BROOKLYN AVENUE SCHOOL
310100010364	EARTH SCHOOL
310600011467	HIGH SCHOOL-LAW & PUBLIC SERVICE
321200011682	FANNIE LOU HAMER FREEDOM HS
331300010093	PS 93 WILLIAM H PRESCOTT
331300010270	PS 270 JOHANN DEKALB
331500010676	RED HOOK NEIGHBORHOOD SCHOOL
331800011642	URBAN ACTION ACADEMY
331900010760	HIGHLAND PARK COMMUNITY SCHOOL
400800010034	NIAGARA FALLS HIGH SCHOOL
420702030007	SOLVAY MIDDLE SCHOOL
420807040003	LA FAYETTE JUNIOR-SENIOR HIGH SCHOOL
440102060005	ROUND HILL ELEMENTARY SCHOOL
440401060001	E J RUSSELL ELEMENTARY SCHOOL
440401060004	CRISPELL MIDDLE SCHOOL
561006060003	WATERLOO MIDDLE SCHOOL

580106030003	PARK AVENUE SCHOOL
580211060017	NEW LANE MEMORIAL ELEMENTARY
580509030004	MANETUCK ELEMENTARY SCHOOL
591401060004	KENNETH L RUTHERFORD SCHOOL
610600010004	BEVERLY J MARTIN ELEMENTARY SCHOOL
620600010012	GEORGE WASHINGTON SCHOOL
620901060009	RONDOUT VALLEY INTERMEDIATE SCHOOL
661401030005	ROOSEVELT SCHOOL

**ATTACHMENT XII – LIST OF TARGET DISTRICTS**

Following is the list of 2022-2023 Target Districts.

ALBANY CITY SD
ALEXANDRIA CSD
AMITYVILLE UFSD
AMSTERDAM CITY SD
AUBURN CITY SD
BEACON CITY SD
BERLIN CSD
BINGHAMTON CITY SD
BRENTWOOD UFSD
BUFFALO CITY SD
CATSKILL CSD
CENTRAL ISLIP UFSD
CHEEKTOWAGA CSD
CHEEKTOWAGA-SLOAN UFSD
CLYDE-SAVANNAH CSD
COHOES CITY SD
COXSACKIE-ATHENS CSD
DUNKIRK CITY SD
EAST IRONDEQUOIT CSD
EAST RAMAPO CSD (SPRING VALLEY)
ELLENVILLE CSD
ELMIRA CITY SD
ELMIRA HEIGHTS CSD
FALLSBURG CSD
GENEVA CITY SD
GLOVERSVILLE CITY SD
GREECE CSD
GREEN ISLAND UFSD
GREENPORT UFSD
HEMPSTEAD UFSD
HOMER CSD
HYDE PARK CSD
ITHACA CITY SD
JAMESTOWN CITY SD
JOHNSON CITY CSD
KINGSTON CITY SD
LACKAWANNA CITY SD
LAFAYETTE CSD
LIBERTY CSD

LOCKPORT CITY SD
LONGWOOD CSD
LYONS CSD
MADISON CSD
MALONE CSD
MIDDLE COUNTRY CSD
MONTICELLO CSD
MT MORRIS CSD
MT VERNON SCHOOL DISTRICT
NEWARK CSD
NEWBURGH CITY SD
NIAGARA FALLS CITY SD
NORTH SYRACUSE CSD
NYC GEOG DIST # 1 - MANHATTAN
NYC GEOG DIST # 2 - MANHATTAN
NYC GEOG DIST # 3 - MANHATTAN
NYC GEOG DIST # 4 - MANHATTAN
NYC GEOG DIST # 5 - MANHATTAN
NYC GEOG DIST # 6 - MANHATTAN
NYC GEOG DIST # 7 - BRONX
NYC GEOG DIST # 8 - BRONX
NYC GEOG DIST # 9 - BRONX
NYC GEOG DIST #10 - BRONX
NYC GEOG DIST #11 - BRONX
NYC GEOG DIST #12 - BRONX
NYC GEOG DIST #13 - BROOKLYN
NYC GEOG DIST #14 - BROOKLYN
NYC GEOG DIST #15 - BROOKLYN
NYC GEOG DIST #16 - BROOKLYN
NYC GEOG DIST #17 - BROOKLYN
NYC GEOG DIST #18 - BROOKLYN
NYC GEOG DIST #19 - BROOKLYN
NYC GEOG DIST #21 - BROOKLYN
NYC GEOG DIST #23 - BROOKLYN
NYC GEOG DIST #27 - QUEENS
NYC GEOG DIST #29 - QUEENS
NYC GEOG DIST #30 - QUEENS
NYC GEOG DIST #31 - STATEN ISLAND
NYC GEOG DIST #32 - BROOKLYN
ONEIDA CITY SD

OSSINING UFSD
PEEKSKILL CITY SD
PINE BUSH CSD
POUGHKEEPSIE CITY SD
RENSSELAER CITY SD
RIVERHEAD CSD
ROCHESTER CITY SD
ROME CITY SD
RONDOUT VALLEY CSD
SCHENECTADY CITY SD
SHERBURNE-EARLVILLE CSD
SODUS CSD
SOLVAY UFSD
SOUTH COUNTRY CSD
SYRACUSE CITY SD
TROY CITY SD
UTICA CITY SD
VALLEY STREAM 24 UFSD
WAPPINGERS CSD
WASHINGTONVILLE CSD
WATERLOO CSD
WAVERLY CSD
WEST ISLIP UFSD
WEST SENECA CSD
WILLIAM FLOYD UFSD
WYANDANCH UFSD
YONKERS CITY SD

**ATTACHMENT XIII – School Districts Located in a Gun Involved Violence Elimination  
(G.I.V.E.) Focal Area**

<b>BEDS Code</b>	<b>County</b>	<b>School District</b>
010100	Albany	Albany
030200	Broome	Binghamton
061700	Chautauqua	Jamestown
131500	Dutchess	Poughkeepsie
140600	Erie	Buffalo
261600	Monroe	Rochester
280201	Nassau	Hempstead
280202	Nassau	Uniondale
280208	Nassau	Roosevelt
280209	Nassau	Freeport
280401	Nassau	Westbury
300000	New York City	New York City
400800	Niagara	Niagara Falls
412300	Oneida	Utica
421800	Onondaga	Syracuse
441600	Orange	Newburgh
490601	Rensselaer	Lansingburgh
491700	Rensselaer	Troy
500402	Rockland	East Ramapo (Spring Valley)
530600	Schenectady	Schenectady
580109	Suffolk	Wyandanch
580232	Suffolk	William Floyd
580501	Suffolk	Bay Shore
580512	Suffolk	Brentwood
580513	Suffolk	Central Islip
620600	Ulster	Kingston
660900	Westchester	Mt Vernon
662300	Westchester	Yonkers

## 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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. 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, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. 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 and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: <mailto:mwbebusinessdev@esd.ny.gov>  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

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

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

**21. 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 May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. 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 899-bb and State Technology Law § 208).

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

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

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

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

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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.

*June 2023*

## APPENDIX A-1 G – General Assurances

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

### Terminations

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

### Responsibility Provisions

- A. **General Responsibility Language**  
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. **Suspension of Work (for Non-Responsibility)**  
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- C. **Termination (for Non-Responsibility)**  
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

### Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be

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

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

Rev. 5/12/14

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

ARTICLE I: DEFINITIONS

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

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Protected Information 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, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Protected Information.
2. **Disclose:** To permit access to, or the release, transfer, or other communication of Protected Information by any means, including oral, written, or electronic, whether intended or unintended.
3. **Protected Information:** Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person and at is received by Contractor pursuant to the Agreement from an educational agency, governmental agency, entity, and/or directly from the person receiving services or such person's parents or guardians.
4. **Services:** Services provided by Contractor pursuant to the Agreement-Agreement with the NYS Education Department ("NYSED") to which this DPA is attached (the "Agreement").
5. **Subcontractor:** Contractor's non-employee agents, consultants, volunteers and/or any person or entity funded through the Agreement who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

1. **Compliance with Law.**

Contractor may receive Protected Information regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York General Business Law at article 39-F; and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. Contractor agrees to maintain the confidentiality and security of Protected Information in accordance with applicable New York, federal and local laws, rules and regulations.

2. **Data Privacy and Security.**

- (a) Contractor must not use Protected Information for any purpose other than to provide the Services. Contractor shall adopt and maintain industry standard administrative, technical, and physical safeguards, measures, and controls to manage privacy and

security risks and protect Protected Information in a manner that complies with New York State, federal and local laws, rules, and regulations.

- (b) Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

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

- (a) Contractor shall only disclose Protected Information to Contractor's employees and Subcontractors who need to know the Protected Information to provide the Services and the disclosure of Protected 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 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 prior to utilizing the Subcontractor. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify NYSED and remove such Subcontractor's access to Protected Information; and, as applicable, retrieve all Protected Information received or stored by such Subcontractor and/or ensure that Protected Information has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the Subcontractor compromises Protected Information, Contractor shall follow the Data Breach reporting requirements set forth herein.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors, Contractor must not disclose Protected Information to any other party unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify NYSED of the court order or subpoena in advance of compliance but in any case, provides notice to NYSED no later than the time the Protected Information is disclosed, unless such disclosure to NYSED is expressly prohibited by the statute, court order or subpoena.
- (f) Contractor shall ensure that all its employees and Subcontractors who have access to Protected Information have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

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

- (a) Contractor is prohibited from retaining Protected Information or continued access to Protected Information or any copy, summary or extract of Protected Information, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the term of the Agreement unless such retention is either expressly authorized by the Agreement, expressly requested in writing by

NYSED for purposes of facilitating the transfer of Protected Information to NYSED, or expressly required by law.

- (b) When the purpose that necessitated the receipt of Protected Information by Contractor has been completed or Contractor's authority to have access to Protected Information has expired, Contractor shall ensure that as applicable, all Protected Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all Protected Information maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors 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 Protected Information cannot be read, or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the Protected Information cannot be retrieved. Only the destruction of paper Protected Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of the secure deletion and/or destruction of Protected Information held by the Contractor or Subcontractors to the contact and address for notifications set forth in the Agreement.
- (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), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

## **5. Data Breach.**

- (a) Contractor shall promptly notify NYSED of any Breach of Protected Information in the most expedient way possible and without unreasonable delay, but no later than seven (7) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified mail, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of Protected Information affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact. Notifications required by this section must be sent to NYSED at the contact provided for contract related notifications with a copy to the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.
- (b) Contractor agrees that it 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.
- (c) Contractor shall promptly notify the affected individuals of any breach. Such notice shall be made using one of the methods prescribed by § 899-aa(5) of the New York General Business Law.



**6. Termination.**

The confidentiality and data security obligations of Contractor under this DPA shall continue for as long as Contractor or its Subcontractors retain Protected Information or access to Protected Information and shall survive any termination of the Agreement to which this DPA is attached.