

Program Name:	The 2013- 2016 New York Charter School Dissemination Program
Due Date:	Complete applications must be submitted electronically through the Review Room portal by March 15, 2013. See the Application Submission Instructions section of this RFP for details.
Description:	The purpose of the federal New York Charter School Dissemination Grant is to provide funds to support the dissemination of effective practices and programs that have been developed, tested, and proven successful in New York Charter Schools. Dissemination funds are made available to assist charter schools in disseminating their successful innovations to any district school(s) in New York through designated partnerships.
Eligible Applicants	A charter school may apply for a dissemination grant if the school is in at least its fourth consecutive year of operation with students and is in “Good Standing” or “Reward” status under NYSED’s state accountability system for 2012-2013
Funding	Individual awards are available for up to \$500,000 for three years—two years for project implementation and one year for evaluation. Total funding is \$5,000,000 for this grant program, and subject to availability of funds from the United States Department of Education.
Questions and Answers	All questions about this RFP must be emailed to csdissem@mail.nysed.gov no later than February 27, 2013. A questions and answers summary will be posted February 15, 22, and March 1, 2013 to the following website: http://www.p12.nysed.gov/funding/currentapps.html . Questions regarding the electronic submission of the RFP through the Review Room portal should not be sent to NYSED. Those questions should be directed to support@myreviewroom.com .

The 2013-2016 New York Charter School Dissemination Program

APPLICATION GUIDANCE

Background

The New York State Education Department (NYSED) has received funds from the United States Department of Education under the Charter Schools Program of 2012. Schools chosen as recipients of this grant will exemplify autonomy, accountability, and high performance. These schools will have practices that are evidence-based, proven to advance student achievement, and can be replicated at non-chartered district schools. The NYSED will offer individual awards of up to \$500,000 over three years—two years for project implementation and one year for evaluation—and estimates making ten awards.

Program Purpose

The purpose of the New York Charter School Dissemination Grant is to provide funds to support the dissemination of effective practices and programs that have been developed, tested, and proven successful in significantly increasing student achievement in New York Charter Schools. Dissemination funds are made available to charter schools to assist in disseminating their successful innovations to district school(s) by developing partnerships. These successful innovations and practices must be designed to improve student academic achievement.

Dissemination funds may be used for projects that include, but are not limited to, replicating and/or adapting the following types of practices, systems and structures:

- School leadership structures, particularly those that free instructional leaders to focus exclusively on instruction;
- Co-teaching or team-teaching structures;
- Staff professional development programs, including strategic use of summer institute training and ongoing trainings throughout the year;
- Tutoring or academic intervention systems designed to “ramp-up” students who are significantly behind grade level;
- New teacher development support system;
- Strategies, structures, and methodologies to coach teachers on using formative and summative data to inform instruction;
- Strategies to develop and utilize specific curricular and assessment systems;
- Particular school culture or disciplinary procedures;
- Programs that allow schools to effectively recruit and retain strong teachers and principals (i.e. providing high-quality pathways for teachers and school leaders); and
- A school calendar and/or schedule design that includes additional learning time.

The Federal Charter Schools Program (CSP) Nonregulatory Guidance, including information on dissemination grants, may be found at: <http://www2.ed.gov/programs/charter/nonregulatory-guidance.doc> (see questions B-5 through B-13).

Eligibility Requirements

Applications will be accepted from existing NYS charter schools that meet the following minimum eligibility criteria:

- **Year of Operation:** In the 2012-2013 school year, the charter school must be in at least its fourth consecutive year of operation with students.
- **Good Standing:** The charter school must be in “Good Standing” or “Reward” status under NYSED’s state accountability system for 2012-2013. Schools are ineligible to apply if they are on an academic correction plan (or on probation or in violation of a corrective plan), or subject to charter revocation or nonrenewal. NYSED reserves the right to contact the school’s authorizer, among other parties, to confirm information set forth in the application.

Application Deadline and Submission Requirements

1. Letter of Intent: Schools should submit a Letter of Intent (LOI) designating the specific identified schools for which applications will be submitted and outlining the intended purpose of funding. The LOI should be uploaded on the Review Room portal (<https://nysed-cspgrants.myreviewroom.com/>) and received by February 22, 2013. (Note: the LOI is not a requirement for submitting a complete application by the application due date. NYSED encourages all prospective applicants to submit an LOI in order to ensure appropriate resources are available for a timely and thorough review and rating process).

2. Full Proposal Applications: Complete applications **must** be submitted electronically through the Review Room portal available at the following link: <https://nysed-cspgrants.myreviewroom.com/>. If there are any technical questions regarding electronic submission through the Review Room portal, please contact support@myreviewroom.com. Electronic copies must be submitted through the portal no later than 3:00 p.m. on March 15, 2013. Certain documents need to be printed in hard copy, signed, and postmarked by the same date. See **Application Submission Instructions** later in this RFP.

Project Period and Funding

- The implementation phase will be July 1, 2013 - July 31, 2015.
- The evaluation phase will be July 31, 2013 - July 31, 2016 (throughout the implementation phase and continued for up to one additional year after the project is completed)

Awards will be made up to \$500,000 broken into two phases of funding: an implementation phase of two years, and an evaluation phase, subject to availability of funds from the United States Department of Education.

Mandatory Use of Grant Funds for Evaluation

Grantees must allocate a minimum of \$25,000 of the grant funding to allow for evaluation of their project over the two-year timeframe. Through the recommended dissemination grant orientation (see *application deadline and submission requirements* above), the New York State Education Department anticipates providing further guidance on conducting a high-quality evaluation. Schools will be given a compliance and outcome letter score (from A-D), which will be shared on the NYSED website.

Reporting Requirements

Grant recipients will be required to submit progress reports throughout the duration of the project period. These progress reports will report on implementation benchmarks and performance measures covering the previous year, an updated description of the upcoming year’s activities, and an updated budget with narrative for the upcoming year. Further guidelines will be provided regarding the specifics of these progress reports.

Additional Information and Program Specifics

- Charter schools may choose to partner with any non-chartered district school(s).
- Competitive priority will be granted to applicants that choose to partner with a priority or focus non-chartered district school, those that are implementing SIG transformation, restart, or turnaround.
- Charter schools may apply for dissemination grants whether or not they have applied for or received CSP Program funds.
- Questions about this Request for Proposals (RFP) must be received no later than February 27, 2013, to: csdissem@mail.nysed.gov and should not include technical questions related to submission of the application through the Review Room portal. Questions regarding the electronic submission of the RFP through the ReviewRoom portal should **not** be sent to NYSED. Those questions should be directed to support@myreviewroom.com.
- Questions and answers, not including technical questions related to submission through the electronic portal, will be posted February 15, 22 and March 1, 2013 at <http://www.p12.nysed.gov/funding/currentapps.html>.

Overview of Project Activities: Developing Partnerships

Dissemination funds are made available to assist charter schools in disseminating their successful innovations and best practices to district schools. Charter schools must have practices that have led to documented results and represent a product or service that can be shared with partner school(s). The partnership is designed to improve academic achievement in the partnering district school(s). Dissemination activities must be aligned with the Common Core standards (if applicable), supported by research, and show documented results.

Activities and Expenditures

Dissemination funds are made available to assist charter schools in disseminating their successful innovations to other district schools. Grant funds may **not** supplant the regular operating budget of the charter school. All spending must be consistent with applicable federal regulations and guidelines.

Examples of allowable expenditures (directly related to project activities) include, but are not limited to:

1. Salary Costs, Stipends, or Contractual Services for direct project work:
 - a. Salary/Contractual Services for a project coordinator devoted directly to conducting the dissemination project. This may include “embedding” key charter school staff members at the designated partner school(s).
 - b. Stipends for work beyond regular duties for teachers at the charter school or the partner school(s) to participate in dissemination activities.
 - c. Stipends for business office staff for specific additional work related to grant tracking.
 - d. Rates and number of hours for consultants and/or stipends for employees (but must be reasonable, justifiable, and accompanied by a clear scope of services and/ or description of specific duties/activities).
 - e. Designing and conducting training and technical assistance activities for teachers in the partner schools.
2. Travel costs to conduct dissemination activities.
3. Consumable office supplies/printing/postage related directly to the dissemination project.

- a. Planning, developing and disseminating activity materials, and awareness and/or recruitment materials.
4. Other allowed expenditures:
 - a. Peer review process.
 - b. Website development (for dissemination grant-related activities **only**).
 - c. Conference attendance with the primary purpose of disseminating technical information.
 - d. Other reasonable costs associated with the project.
5. Indirect costs, not to exceed 2.6%.

Examples of non-allowable expenditures include, but are not limited to:

1. Salary costs for employee salaries that would otherwise have to be paid out of non-grant funds (e.g., 5% of the Executive Director's salary).
2. Out-of-state travel expenses, unless compelling justification is provided that such travel is essential to achieve project goals.
3. Purchase of technology, computer software or hardware if the item is not *directly* tied to a particular project that is proven to increase student achievement. For example, if a certain curriculum is only able to be implemented on a Smart Board, this is allowable, but purchasing a computer with no pertinence to the dissemination project would *not* be allowable.
4. Marketing or recruitment activities to promote the contractor or programs offered by the contractor.
5. Facilities costs (renovations, utilities, installation of equipment that is not directly tied to project goals).

Review and Rating of Applications:

The applications will be reviewed by three reviewers. The applications will be reviewed according to the Proposal Narrative and the Scoring Rubric (up to 100 points). The reviewers will not be assigning priority bonus points. That will be conducted independently. The scores of the three reviewers will be averaged to obtain the average score of each application. Applications must receive a final average score of at least 70 points, exclusive of priority bonus points, to be eligible for award.

NYSED will then add priority bonus points to applications for a final score. After any adjustments to the budget for non-allowable or inappropriate expenditures, awards will be made in rank order until funding is exhausted. If funds remain after full funding of applications, the next ranked applicant will be given the opportunity to operate a smaller project using the remaining funds. In the event of a tie score, funds will be awarded to the applicant with the higher score in the Sections 3-7 of the Proposal Narrative.

Application Submission Instructions

Grant applications are due by electronic submission no later than 3:00 p.m. by March 15, 2013.

1. Applicants must submit *all* application materials via the Department's Charter School Office online portal. To access this portal, copy and paste or type the following URL into your web browser: <http://nysed-cspgrants.myreviewroom.com> and hit enter or return where your browser will open to the landing page and "Welcome" message.
2. After reading the "Welcome" message, applicants must register to create an account. Click "Sign Up" on the right hand side of the landing page and you will be sent to the account creation page.

Once you have created an account, a confirmation email will arrive in your mailbox. Go back to portal using the URL provided above or included in the confirmation email.

3. Once your account is created, you may be asked to identify as a “New Applicant” and to type in the name of the proposed charter school. Applicants seeking to establish a new charter school will be directed to set of required tasks. The tasks associated with the submission of the full application include:
 - Complete task "Letter of Intent" (optional)
 - Complete, upload and submit all documents under the “Application” tab
 - Upload and submit the “Letter of Support” (optional)
- a. Click on a task to open. From there, you will complete a form and/or upload the required document, and then submit it. Once you have completed a task, you may preview your submission and/or download a copy for your files.
- b. Applicants will be able to sign in and out of the room as much or as little as desired to “view”, “edit”, and “delete” application materials until **3:00 p.m. on March 15, 2013**.
- c. Applicants may still edit submissions even after completion as long as the deadline has not passed. To log back into your account at any time, go to <http://nysed-cspgrants.myreviewroom.com> and sign in using the email address and the password you previously created. Please note: Applicants must completed all of the required tasks and click on “Submit your application” to have your submission move forward for review. Here, you may also download the entire document for your files.
- d. Applicant(s) will receive an email from the portal to acknowledge receipt of their respective submissions.

Other things for applicants to know:

- Upon sign-in, the lead applicant may edit basic school information (i.e., change or correct the spelling of the name of the proposed charter school) by clicking on “Edit Information” to the right of the screen just under the blue banner.
- On the applicant task page, the lead applicant may grant access to other members of the applicant or founding group including consultants if so desired. The lead applicant (known as the owner within the portal) may grant other members “read only” or “full access” by clicking on the “Add Members” to the right of the applicant task page. After the lead applicant has added other members by inputting member email addresses directly into the system, other members of the group may sign in using the URL (<http://nysed-cspgrants.myreviewroom.com>).
- Applicants may access the 2013 RFP, Budget Template, and other resources with a click on the “Resources” link in the upper right hand corner of the blue banner. These resources will open in separate windows. These documents and those referenced in the 2013 RFP and herein are also available on the web at <http://www.p12.nysed.gov/psc/startcharter.html> (edit).
- If you use a web browser other than Internet Explorer (i.e., Safari, Firefox, or Google Chrome), applicants will be able to run the “Spell Check” feature of the browser to check for spelling and grammatical errors when typing into the Applicant Information and Media Contact Form. Internet Explorer does not have this feature.
- Should you have any questions about the application process, please send an email to csdissem@mail.nysed.gov.
- Should you require technical support, please send an email to support@myreviewroom.com.

In addition to the electronic application submission, one (1) copy of all documents that need an original signature must be postmarked by March 15, 2013 and mailed to:

New York State Education Department
Grants Management
Room 464 EBA
Attn: Charter Dissemination
89 Washington Avenue
Albany, NY 12234

The mailed application packet should include all of the following items. Each of these items requires an original signature. Please compile your mailed application packet in the following order. Include one original for each of the following:

1. Application Cover Page
2. Payee Information Form
3. NYS Substitute W-9, if required
4. Form FS-10 Budget

Page Limits and Standards:

The pages limits for Proposal Narrative are set forth in the Application Checklist. 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 Roman or Arial font in a 12-point size.
- Information must be organized by the specific application narrative sections. The applicant should ensure that all pertinent information that should be considered by the reviewer in evaluating that area is included in the text that follows the specific heading.

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

Payee Information Form/NYSED Substitute W-9 – The Payee Information Form is a packet containing the Payee Information Form itself and an accompanying NYSED Substitute W-9. The NYSED Substitute W-9 may or may not be needed from your agency. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through the NYSED. An on-line version of the packet is available at <http://www.oms.nysed.gov/cafe/forms/PIform.pdf>.

2013-2016 New York Charter School Dissemination Program

Application Cover Page

Agency Code (BEDS Code)

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Charter Entity:	<input type="checkbox"/> SED	<input type="checkbox"/> NYC Chancellor	<input type="checkbox"/> SUNY
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Application Type: <input type="checkbox"/> Applying with Partner District School <input type="checkbox"/> Applying without Partner District School

Total 3-Year Funds Requested: _____

Name of Charter School:	Chief Administrator:
Address: City: Zip Code: County:	Contact Person:
	Title:
	Telephone:
	Fax:
	E-Mail:

I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the entity named above has authorized me as its representative. 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, Terms and Conditions, 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 by reason of changed circumstances.

Chief Operating Officer/Chief Administrative Officer Signature:	
Typed Name:	Date:

2013-2016 New York Charter School Dissemination Program

Applicant Name _____

Application Checklist

A complete application consists of all of the following items submitted in the following order. .

Required Documents	Checked – applicant	Checked – SED
Payee Information Form/NYSED Substitute W-9 Form, See: http://www.oms.nysed.gov/cafe/forms/PIform.pdf	<input type="checkbox"/>	<input type="checkbox"/>
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>
Application Cover Page (with original signatures in)	<input type="checkbox"/>	<input type="checkbox"/>
Section 1 of Proposal Narrative if not on Substantial Progress Schools.xls . (no more than two pages)	<input type="checkbox"/>	<input type="checkbox"/>
Section 2 of the Proposal Narrative (no more than one page)	<input type="checkbox"/>	<input type="checkbox"/>
Sections 3 -7 of Proposal Narrative (no more than nine pages)	<input type="checkbox"/>	<input type="checkbox"/>
Section 8 of Proposal Narrative (no more than two pages)	<input type="checkbox"/>	<input type="checkbox"/>
FS-10 Budget (July 1, 2013 to June 30, 2014)	<input type="checkbox"/>	<input type="checkbox"/>
Three Year Budget Summary	<input type="checkbox"/>	<input type="checkbox"/>
Optional Document: Letter of Support from Proposed Partner(s) Needs to be signed on partner letterhead	<input type="checkbox"/>	<input type="checkbox"/>
SED Comments:		

Applicant is a charter school identified on the Substantial Progress Schools list: Yes No

Name, title and signature of person completing this form:

Qualifying Experience (no points)

Note: Proposals from applicants that do not meet the qualifying experience requirements will be disqualified and applicants will be notified of such in writing.

1. **Applicant Information-** Provide the applicant charter school's name, BEDS code, and a primary contact person, phone number, and email address.
2. **Eligibility-** An eligible charter school is one that is in at least its fourth year of operation and be in "Good Standing" or "Reward" status under NYSED's state accountability system for 2012-2013.

PROPOSAL NARRATIVE

Developing Partnerships Proposal Narrative (Total: 100 Points)

Applicants must complete all sections (*Part I and II*) of the Proposal Narrative below.

Part I: Project Description

1. **Demonstration of Overall School Success:** *Based on student growth percentiles and New York State test scores, these schools are **not** required to submit additional evidence of overall success: [Substantial Progress Schools.xls](#). A Substantial Progress School is a school having average MGP (mean growth percentage) and proficiency greater than 50 for 3 consecutive years (2009-2010, 2010-2011, 2011-2012) on both English language arts (ELA) and math New York State Assessments. Schools on this list will not have to submit additional evidence of academic performance. If your school's name appears on this list, please skip this section of the Proposal Narrative Abstract and move on to the next section (2: Purpose).*

Provide evidence of substantial progress in improving student academic achievement, particularly for at-risk students. At-risk students are defined as: English Language Learners, students receiving special education services, and/or those that are eligible for free or reduced price lunch. This can be accomplished with scores and/or interpretive narratives about the results from the New York State ELA or Math assessments, or the New York State Regents Examinations. Absent such evidence, provide alternative evidence showing that the applicant charter school has made substantial progress in student academic achievement on other valid and reliable measures. Provide evidence that the rate of improvement of the charter school students' academic achievement exceeds the rate of improvement of other district schools located in the same school district. For high schools, acceptable measures of student growth include but are not limited to: student retention and graduation rates, percentage of students that pass core academic subjects and are promoted to the next grade, percentage of students that pass at least three NYS Regents exams, and average student performance on PSAT, ACT, or SATs. For elementary schools, acceptable measures of student growth include but are not limited to: performance on "in-house" assessments aligned to the Common Core standards or national standardized assessments, student retention rates, meeting targeted student learning goals for core academic subjects, and achievement goals outlined in the school's charter.

Provide evidence of high levels of parent satisfaction with the applicant charter school. This can be accomplished by providing wait lists of students by grade levels, positive results from surveys, the re-enrollment rate, evidence of a minimal number of parent complaints, and/or results from third-party evaluators.

Provide evidence that the applicant charter school has the management and leadership necessary to overcome initial start-up problems and establish a thriving, financially viable charter school. This can be accomplished by providing statements pertaining to school leadership and financial status of the school from your authorizer's periodic reports.

2. **Purpose:** Provide a concise one page summary describing the proposed dissemination project activity. Clearly articulate how the dissemination activities will result in increased student achievement. Additionally, address the following in your narrative: a discussion of how the applicant will assist other school(s) in adapting the charter school's program, qualitative and quantitative information to support the need for the project, specific measurable project outcomes and how the effects of the activities will be measured, documented results to show evidence of the program's prior success, and the desired impact on students subgroups.
3. **Organizational Capacity:** Provide evidence that the charter school has the organizational capacity to successfully manage and complete the proposed project. Specifically identify and address the capacity of staff and/or potential contractors who will be working on and overseeing the grant project.
4. **Demonstrated Need or Demand:** Provide a compelling argument that there is a demonstrated need or actual demand (identify specific public school partners, if known) for the specific products and/or services that would be provided through the proposed grant project. Provide qualitative and quantitative information to support this need.
5. **Description:** Provide a detailed description of the specific activities (training, staff development activities, technical assistance, web-based strategies) the charter school will conduct with grant funds. Identify the Common Core Learning Standards to be addressed and describe how the activities are aligned to the learning standards and are supported by research. Describe the types of evidence that will be used to document the success in the partner school(s).
6. **Action Plan:** Using the format below (add additional rows as needed), provide a detailed action plan for the completion of proposed activities necessary to accomplish each of the project goals/project outcomes, including a chronological timeline and persons responsible over the two-year project time frame.

Measurable Goals/Project Outcomes	Activity/Action Items	Date to be Accomplished	Position Responsible

7. **Evaluation:** Provide an evaluation component to determine if project outcomes are met. Clearly establish project goals and provide a detailed explanation of how project success will be determined. Provide clear timelines for completion of project evaluation over the three year time frame. Determine specific qualitative and quantitative measures that will be used to conduct the evaluation.

Part II: Budget Description

8. **Budget:** The applicant must complete three documents: the FS-10 Budget Form for the first period of the project (July 1, 2013-July 31, 2014), a Three-Year Budget Summary Chart, and a Three-Year Budget Narrative.
 - A. **FS-10 Budget Form:** The FS-10 Budget Form and 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 Grant (<http://www.oms.nysed.gov/cafe/forms/>).
 - B. The applicant must also complete the following Three-Year Budget Summary Chart, which details line-by-line expenses for each year of the project.
 - C. The applicant must complete a Three-Year Budget Narrative. The Budget Narrative indicates how the expenses of the project are reasonable and necessary to achieve project goals and objectives. The applicant must clearly indicate how these funds will supplement and not supplant any services current provided. 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. The totals from the Budget Narrative must correspond to the amounts shown on the FS-10 and the three year budget narrative.

The submitted budget components will be reviewed and scored on their appropriateness and completeness. If any inappropriate and/or unallowable items are included in the budget, they will be deleted and the budget will be scored accordingly.

Optional Bonus Priorities:

9. Academic Achievement Priority

These schools will receive bonus points in scoring. Charter schools that meet the mean student growth percentile benchmark and surpass the state average for overall student proficiency (54% for ELA and 63% for Mathematics) in the years 2009-2010, 2010-2011, and 2011-2012 will be granted competitive priority. The schools that meet these criteria are listed here: [Academic Achievement Priority Schools.xls](#).

10. Letters of Support from Proposed Partner(s)

Competitive priority will be given to applicants that determine the district school with which they will work, as well as outline the partnership and project activities. Provide a letter(s) of support for the dissemination grant project from the proposed partner public school(s)/district(s). (Note: these letters do not count toward the 10 page limit.)

11. School-Type Partnership Priority

Competitive priority will be given to applicants that choose to partner with a priority or focus district school listed here: <http://www.p12.nysed.gov/accountability/ESEADesignations.html>.

2013-15 Public Charter Schools Dissemination Grant Application Proposal Evaluation Rubric

Rating Guidelines:

- Exceeds-** The response reflects a thorough understanding of key issues and indicates capacity to effectively disseminate best practices. It provides specific and accurate information that shows thorough preparation and details, and presents a clear, realistic picture of the project.
- Meets-** The response reflects general but sufficient detail. The applicant provides adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Response contains many of the characteristics of a response that excels, but may require additional specificity, support, or elaboration in places.
- Approaches -** The response addresses most of the selection criteria, but lacks meaningful detail and requires important additional information in order to be reasonably comprehensive.
- Inadequate -** The response does not meet the criteria; the response lacks meaningful detail, demonstrates lack of preparation, provides information that requires substantial clarification as to how the criteria are met, or otherwise raises substantial concerns about the applicant's ability to meet the requirement in practice.
- N/A -** Does not address the criteria or simply restates the criteria.

	Point Allocation			
Total Available	5 points	10 points	15 points	20 points
Exceeds	5	10	15	20
Meets	3	7	11	15
Approaches	1	4	6	10
Inadequate	0	0	0	0

Developing Partnerships Designed to Improve Student Academic Achievement-
Total: 100 Points

Applicant:	Total Score:
	Reviewer Initials:

Qualifying Experience (Total: no points awarded for this section)

Note: Proposals from applicants that do not **meet** all qualifying experience requirements will be disqualified and applicants will be notified of such in writing.

1. Applicant Information:

Yes	No
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2. Eligibility:

Applications will be accepted from existing NYS charter schools that meet the following minimum eligibility criteria:

- **Year of Operation:** In the 2012-2013 school year, the charter school must be in at least its fourth consecutive year of operation with students.
- **Good Standing:** The charter school must be in “Good Standing” or “Reward” status under NYSED’s state accountability system for 2012-2013. Schools are ineligible to apply if they are on an academic correction plan (or on probation or in violation of a corrective plan), or subject to charter revocation or nonrenewal. NYSED reserves the right to contact the school’s authorizer, among other parties, to confirm information set forth in the application.

Yes	No
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Developing Partnerships Proposal Narrative
Total: 100 Points

1. Demonstration of Overall School Success (15 points)

Provide evidence of substantial progress in improving academic achievement, particularly for at-risk students. If a school has made substantial progress based on NY State test scores, it will automatically receive a score of “meets.” These schools are listed here: [Substantial Progress Schools.xls](#). A Substantial Progress School is a school having average MGP (mean growth percentage) and proficiency greater than 50 for 3 consecutive years (2009-10, 2010-11, 2011-12) in both ELA and math (on NYS tests). Schools on this list will not have to submit additional evidence of academic performance. If your school’s name appears on this list, please skip this section of the Proposal Narrative Abstract and move on to the next section (**2: Purpose**).

For schools that are not “substantial progress” schools, the rubrics below will be used to evaluate overall school success.

a. Evidence of substantial progress in improving student academic achievement, particularly for at-risk students (5 points)

At-risk students are defined as: English Language Learners, students receiving special education services, and/or those that are eligible for free or reduced price lunch. This can be accomplished with scores and/or interpretive narratives about the results from the New York State ELA or Math assessments, or the New York State Regents Examinations. Absent such evidence, provide

alternative evidence showing that the applicant charter school has made substantial progress in student academic achievement on other valid and reliable measures. Provide evidence that the rate of improvement of the charter school students' academic achievement exceeds the rate of improvement of other district schools located in the same school district. For high schools, acceptable measures of student growth include but are not limited to: student retention and graduation rates, percentage of students that pass core academic subjects and are promoted to the next grade, percentage of students that pass at least three NYS Regents exams, and average student performance on PSAT, ACT, or SATs. For elementary schools, acceptable measures of student growth include but are not limited to: performance on "in-house" assessments aligned to the Common Core standards or national standardized assessments, student retention rates, meeting targeted student learning goals for core academic subjects, and achievement goals outlined in the school's charter.

Inadequate	Approaches	Meets	Exceeds
-Inadequate progress has been made to improve students' academic achievement	-Slight progress has been made to improve students' academic achievement	-Substantial progress has been made to improve students' academic achievement, particularly for at-risk students	-Exceptional progress has been made to improve students' academic achievement, particularly for at-risk students

b. Evidence of Parent Satisfaction (5 points)

Provide evidence of high levels of parent satisfaction with the applicant charter school. This can be accomplished by providing wait lists of students by grade levels, positive results from surveys, the re-enrollment rate, evidence of a minimal number of parent complaints, and/or results from third-party evaluators.

Inadequate	Approaches	Meets	Exceeds
-School is unable to provide adequate evidence of parental satisfaction.	-School provides either: A) Minimal evidence of high levels of parent satisfaction by providing: waitlists of students by grade level, positive results from surveys, the re-enrollment rate, minimal parent complaints, and results from third-party evaluators (only one piece of evidence) OR B) School provides multiple pieces of evidence that indicate parental satisfaction,	-School provides substantial evidence of high levels of parent satisfaction by providing: waitlists of students by grade level, positive results from surveys, the re-enrollment rate, evidence of minimal parent complaints, and/or results from third-party evaluators -School provides a few (2 or more) pieces (listed above) of evidence that indicate high levels of parental satisfaction	-School provides extensive evidence of high levels of parent satisfaction by providing: waitlists of students by grade level, positive results from surveys, the re-enrollment rate, minimal parent complaints, and results from third-party evaluators -School provides 3 or more pieces of evidence that indicate high levels of parental satisfaction

	but evidence points to some parental dissatisfaction		
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c. Evidence of Management and Leadership (5 points)

Provide evidence that the applicant charter school has the management and leadership necessary to overcome initial start-up problems and establish a thriving, financially viable organization. This can be accomplished by providing statements pertaining to school leadership and financial status of the school from your authorizer’s periodic reports.

Inadequate	Approaches	Meets	Exceeds
<p>School is unable to provide evidence of:</p> <ul style="list-style-type: none"> -making progress on learning goals -the effective use of data -development of school leaders -effective management of the organization, operations, and facilities -demonstration of fiscal responsibility and efficiency 	<p>School is able to provide evidence for only some of the following:</p> <ul style="list-style-type: none"> -making progress on learning goals -the effective use of data -development of school leaders -effective management of the organization, operations, and facilities -demonstration of fiscal responsibility and efficiency 	<ul style="list-style-type: none"> -School leaders have achieved results on the school’s student learning goals and effectively direct energy, influence, and resources toward data analysis for instructional improvement, development, and implementation of quality curricula -School leaders actively cultivate, support, and develop other leaders within the organization, modeling trust, competency, and integrity -School leaders manage the organization, operations, and facilities in ways that maximize the use of resources to promote a safe, efficient, legal, and effective learning environment -School leaders demonstrate fiscal efficiency and responsibility 	<ul style="list-style-type: none"> -School leaders have achieved substantial results on the school’s student learning goals and effectively direct energy, influence, and resources toward data analysis for instructional improvement, development, and implementation of quality curricula -School leaders actively cultivate, support, and develop other leaders within the organization, modeling trust, competency, and integrity -School leaders effectively manage the organization, operations, and facilities in ways that maximize the use of resources to promote a safe, efficient, legal, and effective learning environment -School leaders consistently demonstrate fiscal efficiency and responsibility

2. Purpose (15 points)

Provide a concise one page summary describing the proposed dissemination project activity. Clearly articulate how the dissemination activities will result in increased student achievement. Additionally, address the following in your narrative: a discussion of how the applicant will assist other school(s) in adapting the charter school's program, qualitative and quantitative information to support the need for the project, specific measurable project outcomes and how the effects of the activities will be measured, and documented results to show evidence of the program's prior success, and the desired impact on student subgroups.

A response that meets the standard for this section will:

- Describes the school's overall plan in detail, as well as the desired impact on student subgroups
- Qualitative and quantitative information to support the need for the project
- Describes specific measurable project outcomes and how the effects will be measured
- Includes evidence of program's past success

3. Organizational Capacity (10 points)

Provide evidence that the charter school has the organizational capacity to successfully manage and complete the proposed project. Specifically identify and address the capacity of staff and/or potential contractors who will be working on and overseeing the grant project.

A response that meets the standard for this section will:

- Include a persuasive explanation of the charter school's capacity to effectively support and oversee the partnership
- Present evidence of past success managing and completing a similar project
- Identify potential contractors and make a compelling case for their need
- Demonstrate a sound understanding of needs and priorities to make proposed project a success

4. Demonstrated Need or Demand (10 points)

Provide a compelling argument that there is a demonstrated need or actual demand (identify specific public school partners, if known) for the specific products and/or services that would be provided through the proposed grant project. Provide qualitative and quantitative information to support this need.

A response that meets the standard for this section will:

- Thoroughly describes how the project will enhance the educational program at the partner district school, particularly with regards to student achievement
- Provide both qualitative and quantitative data to support the need of the program
- Indicate how the need for this project was determined
- Presents evidence of key design element success within the charter school

5. Description (10 points)

Provide a detailed description of the specific activities (training, staff development activities, technical assistance, web-based strategies) the charter school will conduct with grant funds. Identify the Common Core learning standards to be addressed (if applicable) and describe how the activities are aligned to the learning standards and are supported by research. Describe the types of evidence that will be used to document the success in the partner school(s).

A response that meets the standard for this section will:

- Describe the charter school's key design program elements and unique characteristics
- Provides a detailed description of how the program is aligned to the Common Core standards
- Indicates how programmatic success will be defined and documented at the partner district school(s)

6. Action Plan (10 points)

Using the format below (add additional rows as needed), provide a detailed action plan for the completion of proposed activities necessary to accomplish each of the project goals/project outcomes, including a chronological timeline and persons responsible.

Measurable Goals/Project Outcomes	Activity/Action Items	Date to be Accomplished	Position Responsible

A response that meets the standard for this section will:

- Demonstrate a project schedule that clearly delineates the major activities, deliverables, and milestones
- Provide clear timelines for completion of major activities, deliverables, and milestones
- Clearly identify the specific person(s) who will be responsible for the delivery of each major activity, deliverable, or milestone
- Demonstrate consistency and congruence with the overall organizational, educational, and fiscal plan

7. Evaluation (10 points)

Provide a description of the project evaluation plan that includes: clear project evaluation objectives to assess the impact of the dissemination activity, data collection (types of data to be collection), evaluation instruments to be developed and used, data analysis procedures, reporting procedures and accountability measures and timelines for all evaluation activities.

A response that meets the standard for this section will:

- Provide clear timelines for completion of project evaluation over the three-year time frame
- Determine specific qualitative and quantitative measures that will be used to conduct evaluation
- Establish project goals and provide a detailed explanation of how project success will be determined
- Determine data collection

8. Budget (20 points)

Present the full-budget picture for the school. The applicant must complete three documents: the FS-10 Budget Form for the first period of the project (July 1, 2013-July 31, 2014), a three-year Budget Summary Chart, and a detailed three year Budget Narrative.

A response that meets the standard for this section will:

- Present budget priorities that are consistent with and support key parts of the project plan
- Demonstrate a plan for the funding of evaluation measures
- Demonstrate alignment of proposed expenditures for the designated activities
- Fully and accurately complete the multi-year budget summary spreadsheet, FS-10 Budget for year 1, and budget narrative

Optional Bonus Priorities (5 points per priority)

9. Academic Achievement Priority

Charter schools that meet the mean student growth percentile benchmark and surpass the state average for overall student proficiency (54% for ELA and 63% for Mathematics) for the academic years 2009-2010, 2010-2011, and 2011-2012 will be granted competitive priority. The schools that meet these criteria are listed here: [Academic Achievement Priority Schools.xls](#).

10. Letters of Support from Proposed Partner(s)

Competitive priority will be given to applicants that determine the district school with which they will work, as well as outline the partnership and project activities. Provide a letter(s) of support for the dissemination grant project from the proposed partner public school(s)/district(s). (Note: these letters do not count toward the page limit.)

11. School-Type Partnership Priority

Competitive priority will be given to applicants that choose to partner with a priority or focus district school. Priority and focus schools are found here:
<http://www.p12.nysed.gov/accountability/ESEADesignations.html>.

New York State Education Department

Assurances for Federal Discretionary Program Funds

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

Charter School Program Assurances

Charter School Program Terms and Conditions

Federal Assurances and Certifications, General:

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

Federal Assurances and Certifications, NCLB:

The following are required as a condition for receiving any federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001.

- NCLB Assurances
- School Prayer Certification

New York State Assurances and Certifications:

- Appendix A
- Appendix A-1G

Charter School Program Assurances

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

1. Assures that this charter school will annually provide the Secretary of Education and the State Education Department with such information as may be required to determine if this charter school is making satisfactory progress toward achieving its stated objectives.
2. Assures that this charter school will cooperate with the Secretary of Education and the State Education Department in evaluating the program assisted by the funds awarded under this program.

Charter School Program Terms and Conditions

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

1. Attests to full compliance with all of the requirements of the Public Charter Schools Program, Article 56 of the New York State Education Law, all other applicable laws and regulations, and all charter provisions, and that all such programs and activities will be allowable under this part.
2. Fully understands that if any of the information contained herein is found to be deliberately misrepresented, or if the charter school fails to adhere to any of these assurances, that may be grounds for any one or all of the following: the termination of this grant award; the repayment of any monies that may have been awarded; and/or the revocation of the charter.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §§874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Standard Form 424B (Rev. 7-97), Prescribed by OMB Circular A-102, Authorized for Local Reproduction, as amended by New York State Education Department

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the Application Cover Page provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

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

ED 80-0013, as amended by the New York State Education Department

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION — LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing the Application Cover Page, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ED 80-0014, as amended by the New York State Education Department

**NEW YORK STATE DEPARTMENT OF EDUCATION
GENERAL EDUCATION PROVISIONS ACT ASSURANCES**

These assurances are required by the General Education Provisions Act for certain programs funded by the U.S. Department of Education. These assurances are not applicable to certain programs, such as the No Child Left Behind Act. If you have any questions, please contact NYSED.

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

- (1) that the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) that the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;
- (3) that the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
- (4) that the local educational agency will make reports to the State agency or board and to the Secretary as may reasonably be necessary to enable the State agency or board and the Secretary to perform their duties and that the local educational agency will maintain such records, including the records required under section [1232f](#) of this title, and provide access to those records, as the State agency or board or the Secretary deem necessary to perform their duties;
- (5) that the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
- (6) that any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
- (7) that in the case of any project involving construction –
 - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
 - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section [794](#) of title [29](#) in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;
- (8) that the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
- (9) that none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

**NEW YORK STATE DEPARTMENT OF EDUCATION
NO CHILD LEFT BEHIND ACT ASSURANCES**

These assurances are required for programs funded under the No Child Left Behind Act.

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

- (1) each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) (A) the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and
(B) the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;
- (3) the applicant will adopt and use proper methods of administering each such program, including—
 - (A) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
 - (B) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- (4) the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;
- (5) the applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program;
- (6) the applicant will—
 - (A) submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and the Secretary to perform their duties under each such program; and
 - (B) maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties;
- (7) before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment;
- (8) the applicant has consulted with teachers, school administrators, parents, nonpublic school representatives and others in the development of the application to the extent required for the applicant under the program pursuant to the applicable provisions of the No Child Left Behind Act;
- (9) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 3214(3)(d) and (f) and the Gun-Free Schools Act (20 U.S.C. § 7151);
- (10) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7908 on military recruiter access;
- (11) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;

(12) in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 2802(7), and any state regulations implementing such statute and 20 U.S.C. § 7912 on unsafe school choice; and

(13) in the case of a local educational agency, the applicant is complying with all fiscal requirements that apply to the program, including but not limited to any applicable supplement not supplant or local maintenance of effort requirements.

SCHOOL PRAYER CERTIFICATION

As a condition of receiving federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (NCLB), the local educational agency hereby certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools, as detailed in the current guidance issued pursuant to NCLB Section 9524(a).

Required for Federal and State Discretionary Grant Programs
APPENDIX A
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance

of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

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

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State.

The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

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

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
(December 2012)

General

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

Terminations

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

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.

State Contracts for Charter School Program Awards:

Dissemination grant awards to charter schools will be made through a grant contract process. Once the contract has been finalized, payments will be made using NYSED's FS-10 budget process. Payments will be based on budgets submitted by successful applicants.

The FS-10 budget must be submitted with this application for only the first year's funds requested for this project. The proposed budget will be reviewed for appropriateness of the expenditures, and will be adjusted for any items deemed to be non-allowable or inappropriate. A second FS-10 will be required for the subsequent year. Each FS-10 will cover a maximum period of up to 12 months. The FS-10 budget forms, descriptions of budget categories, related forms and guidelines are available at: <http://www.oms.nysed.gov/cafe>.

The FS-10 Budget form must be signed by the chief administrative officer of the charter school (e.g., principal, director). Applications signed by any other person will be automatically disqualified.

State law requires that the award of state contracts be made to responsible vendors. NYSED must make an affirmative responsibility determination before an award is made. The factors to be considered include: legal authority to do business in New York State; integrity; organizational and financial capacity; and previous performance. Before an award exceeding \$100,000 can be made, the potential grantee must complete a Vendor Responsibility Questionnaire. Applicants selected for an award who must complete the questionnaire will receive it with the State contract or grant contract.

Award Recipient's Fiscal Responsibilities:

Projects must operate under the jurisdiction of the school's charter and the board of trustees, and are subject to at least the same degree of accountability as all other expenditures of the charter school. The board of trustees 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 must be on file for all project related transactions entered into the charter school's recordkeeping system. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time & effort records, delivery receipts, vendor invoices, travel documentation and payment documents, including check stubs.

Supporting documentation for contracts and grant contracts must be kept on file by the charter school for at least six years after the last payment is 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.

Project Monitoring:

The State Education Department is responsible for monitoring the activities of the award recipients to ensure that federal funds are used for authorized purposes in compliance with the federal program laws, regulations and grant agreements, and that performance goals are achieved. Monitoring can include document reviews, onsite visits, telephone calls and other activities. Award recipients receiving and expending \$500,000 or more in federal funds during their fiscal year must have an audit performed in accordance with the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. All award recipients are required to provide State Education Department staff and state auditors with access to records and financial statements as necessary to perform their monitoring responsibilities.

Annual Performance Report:

Dissemination grant award recipients must submit an annual performance report describing the progress that has been made toward accomplishing the project's purposes. Award recipients will be provided with copies of the report format and the submission information.

Debriefing Procedures

All unsuccessful applicants may request a debriefing within five (5) business days of receiving notice from NYSED. Applicants may request a debriefing letter on the selection process regarding this RFP by submitting a written request to csdissem@mail.nysed.gov.

NYSED will make arrangements with program staff to provide a written debriefing of the proposal's strengths and weaknesses, as well as recommendations for improvement. Within ten (10) business days of receipt of request, the program staff will issue a written debriefing letter to the applicant.

Contract Award Protest Procedures

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.

2. The protest must be filed within ten (10) business days of receipt of a debriefing letter. The protest letter must be filed with:

NYS Education Department
Attention: Richard P. Duprey, GC#13-009
Contract Administration Unit
89 Washington Avenue
Room 505W EB
Albany, NY 12234

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

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

Workers' Compensation Coverage and Debarment

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

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless

the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

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

PROOF OF COVERAGE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

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

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

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

For additional information regarding workers' compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at:

<http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp>