The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Office of Higher Education
Office of K16 Initiatives and Access Programs
Pre-Collegiate Preparation Programs Unit
89 Washington Avenue
Room 967, Education Building Addition
Albany, New York 12234

Guidelines
For
Submission of
Liberty Partnerships Program Proposals
For the Period
September 1, 2012 through August 31, 2017

Proposals are due by July 3, 2012

Announcement of Funding Opportunity
Liberty Partnerships Program 2012-2017

Introduction/Background: Through this RFP, New York State Education Department (NYSED) seeks to identify Institutions of Higher Education (IHE) that will create strong- school and community partnerships to deliver research-based programming to students enrolled in public and non-public schools that are identified as having a high risk of students dropping out of school.

As leaders in the educational community, IHE's are encouraged to collaborate, design and implement programming that creates new strategies that influence the way schools work and the way we treat students as active participants in their own learning.

Legislative Authority: The Liberty Partnerships Program (LPP) was established in 1988 under Section 612, Subdivision 6 of the Education Law to address the significantly elevated, high school dropout rate among New York's youth. The authorizing legislation stated "the failure of many young New Yorkers to complete their secondary education limited their opportunity for a life of fulfillment, prevents them from advancing into postsecondary education and hinders the State's efforts to provide a well-trained workforce for business and industry in New York.

Eligible Applicants: Each proposal must be submitted by at least one New York State eligible degree granting Institution of Higher Education (IHE) acting as the fiscal and project coordinator for a partnership with a Local Education Agency (LEA). The partnership may include additional LEAs, IHEs and/or community based organizations (CBO). In an area of the state in which no IHE applies to provide appropriate services to eligible students, a not- for-profit community-based organization(s) in cooperation with a LEA may apply.

Important Dates:

1. A RFP Conference by Webinar will be posted on June 4, 2012 Eligible applicants planning to apply for funding are invited to view the presentation at: **http://www.highered.nysed.gov/kiap/precoll/lpp/**

2. All questions must be submitted to: **LPPRFP@mail.nysed.gov** through the close of business on June 6, 2012.

3. A question and answer summary will be posted no later than June 13, 2012 at: **http://www.highered.nysed.gov/kiap/lpp/.**

4. Applications Due: Applications must be received electronically (**LPPRFP@mail.nysed.gov**) and the hard copy (original and three copies) postmarked by July 3, 2012.

5. Project Period: September 1, 2012 through August 31, 2017

6. Annual Operation Dates: September 1 through August 31

Funding: Funding for the initial year of this cycle will be $12,542 million per the 2012-2013 NYS budget

Non-profit applications must be sent to the address shown below:

NYS Education Department
Office of K16
Initiatives & Access Programs
Liberty Partnerships Program
89 Washington Avenue, EBA 967
Albany, NY 12234
Email: LPPRFP@mail.nysed.gov

For-profit applications must be sent to the address shown below:

NYS Education Department
Bureau of Fiscal Management
Attn: Richard P. Duprey GC#12-005
Contract Administration Unit
89 Washington Avenue, Room 505W EB
Albany, NY 12234

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I. INTRODUCTION

In New York State, 52.8% of grade 3-8 students across the state met or exceeded the English Language Arts (ELA) proficiency standard and 63.3% met or exceeded the standard in Math Assessment. Almost 72% of the students who started 9th grade in 2005 graduated after 4 years, by June 2009. This is compared with a 66 percent graduation rate for students who started 9th grade in 2001. The annual rate of increase has declined – from 2.1 percent for the 2003 cohort to .9 percent for the 2005 cohort. "Career and college-ready" graduation rate was 36.7 percent which reflects the percentage of students who graduated earning at least 75 on the English language arts Regents and 80 on the math Regents exam. Additionally, in 2010 the state raised the standard scores for proficiency to better reflect the level of achievement needed to indicate that a student is on track to achieve college-ready scores on future state exams and in 2011 implemented the Common Core to standardize what all students are expected to know and be able to do, meeting the requirement to be college and career ready.

Through this RFP, New York State Education Department (NYSED) seeks to identify Institutions of Higher Education (IHE) that will create strong- school and community partnerships to deliver research-based programming to students enrolled in public and non-public schools that are identified as having a high risk of students dropping out of school. As leaders in the educational community IHE's are encouraged to collaborate, design and implement programming that creates new strategies that influence the way schools work and the way we treat students as active participants in their own learning. The following leadership and support services should align with the New York State Learning Standards, the Common Core State Standards Initiative, and other varied research-based programming resources that offer students multiple ways to master core skills for high school graduation, prepared for post secondary education and the workforce. In addition to the above resource's mentioned Engage NY is intended to be a go-to source for teaching and learning resources -- especially the new Common Core Standards, data-driven instruction and Teacher/Leader Effectiveness.

II. BACKGROUND & PURPOSE

The Liberty Partnerships Program (LPP) was established in 1988 under Section 612, Subdivision 6 of the Education Law to address the significantly elevated, high school dropout rate among New York's youth. The authorizing legislation stated "the failure of many young New Yorkers to complete their secondary education limited their opportunity for a life of fulfillment, prevents them from advancing into postsecondary education and hinders the State's efforts to provide a well-trained workforce for business and industry in New York. The Liberty Partnerships Program is included in the New York State Education Department's Statewide Plan for Higher Education as part of its strategy to maximize the successful transition of middle and high school students, who are at-risk of dropping out of school, into graduates, fully prepared for the rigors of higher education and the competitive demands of a fluid workplace in a global economy.

This higher education initiative will grant awards on a competitive basis to eligible applicants that agree to deliver comprehensive, evidence based, results-driven programming designed to improve the abilities of at-risk middle and high school students to graduate from high school prepared for a successful transition into postsecondary education or onto a career path.

III. INSTITUTIONAL ELIGIBILITY

1. Each proposal must be submitted by at least one New York State eligible degree granting Institution of Higher Education (IHE) acting as the fiscal and project coordinator for a partnership with a Local Education Agency (LEA). The partnership may include additional LEAs, IHEs and or community based organizations (CBO). This item will be reviewed by the Office of K-16 Initiatives and Access Programs to ensure that the applicant meets this criterion prior to a review of the proposal on its merits. Any applicant who fails to meet this criterion will not have their proposal reviewed.
2. In an area of the state in which no IHE applies to provide appropriate services to eligible students, a not- for-profit community-based organization(s) in cooperation with a LEA may apply.

3. Applicants must partner with the LEA(s) where participants are enrolled. A partnership signifies meaningful involvement in planning, as well as specific individual or joint responsibilities for program implementation. The application must contain signed Partnership Agreements with each partnering agency that describes their significant involvement in planning and program implementation. A sample Partnership Agreement is provided in Appendix 2 that may be used as a guide to develop customized agreements. The applicant is responsible for the performance of any service provided by the partners.

   An individual, agency, organization or other entity that only provides services described in the proposed program and is not involved in planning, is considered a sub-contractor, not a partner. Therefore, a Partnership Agreement is not required.

   Please also see the section entitled "Partnership Arrangements for Liberty Partnership Applications."

4. Letters of support from non-partner organizations or individuals will not be reviewed as part of the evaluation of the application.

IV. STUDENT PARTICIPANT ELIGIBILITY

Eligible students will be:

1. New York State residents;
2. Enrolled in grades 5 through 12; or under 20 years old and enrolled in a state-recognized GED preparation program;
3. Attending public, non-public, or home schools, or enrolled in state-recognized GED preparation program in New York State; and
4. At risk of dropping out of school as measured by one or more of the following factors:
   a. Unsatisfactory academic performance;
   b. Inconsistent school attendance or truancy;
   c. History of Behavior/discipline problems;
   d. History of family/peers dropping out of school;
   e. Negative change in family circumstances;
   f. History of child abuse or neglect;
   g. Homeless/resident in a shelter or foster care;

h. History of substance abuse;
i. Limited-English proficiency;
j. Teenage pregnancy and/or parenting;
k. Negative peer pressure; and
l. Other documented factors.

V. PROPOSAL FOCUS

Successful proposals will provide for the implementation of a five-year project plan, with a **Start Date of September 1, 2012**, and an **End Date of August 31, 2017**, that delivers 12 month structured programming of support services and counseling activities facilitating the following outcomes to benefit eligible students:

1. Implement research-based comprehensive dropout prevention programs locally that can be modeled by the National Drop Out Prevention Center and/or the Institute of Education Sciences with significant demonstrated effectiveness.
    a. Ensure that participants have increased persistence to complete high school with sustained high academic achievement.
    b. Ensure that participants are prepared for successful transition into postsecondary education and the workforce.
2. Be in coordination and partnership with the LEA and educational program of eligible students.
3. Be in accordance with the IHE's mission and Master Plan.

VI. PARTNERSHIP ARRANGEMENTS FOR LIBERTY PARTNERSHIP APPLICATIONS

Eligible applicants will form a partnership with a local educational agency. In addition to a local educational agency, the eligible applicant can also include not-for-profit community based organizations (CBO) in the partnership. In order to be a qualifying partnership, the partnership must meet the following requirements:

1. Consist of an eligible lead applicant (IHE*) and a local educational agency. If the applicant elects to, the partnership agreement can also include a CBO.
2. The partnership must be evidenced by a signed partnership agreement signed by all parties to the agreement. **The Partnership Agreement must be submitted with the application. If an agreement is not submitted, the application will be disqualified. If a partnership agreement is not signed by all parties to the agreement, it will not be evaluated for scoring purposes and the application will be disqualified.**
3. Contract awards granted to applicants will be prepared in the name of the applicant. The applicant will act as the fiscal agent. The applicant will receive and administer the grant funds and submit the required reports to account for the use of grant funds;
4. A sample partnership agreement is attached as Appendix 2. The purpose of the sample is to assist applicants in the development of their partner agreements. However, it must be adapted to the applicant's particular program. Otherwise, it may be an indicator of a weak partnership agreement.
5. The partnership agreement must contain the following elements:
    a. Designate the lead IHE to serve as the applicant and fiscal agent for the grant.
    b. Specify all of the services each of the partners is required to provide and when they are expected to do it.
    c. Is signed by all of the parties to the agreement when the application is submitted.
6. The applicant must receive and administer the grant funds and submit the required reports to account for the use of grant funds;
7. The applicant must be an active member of the partnership, except where SUNY or CUNY Research Foundations are the applicant/fiscal agent. In such case, the SUNY or CUNY campus will be considered the active lead IHE.

8. The applicant/fiscal agent cannot act as a flow-through for grant funds to pass to other partners and third parties. The applicant should provide a minimum of 55% of direct cost services to the program, meaning at least 55% of the annual budget should be allocated to line items other than Purchased Services, including BOCES Purchased Services.
9. The applicant is PROHIBITED from sub-granting funds to other recipients. A sub-grant occurs when the applicant delegates programmatic decision making or responsibility for achieving program goals to a third party. The applicant is fully responsible for compliance with program requirements and achievement of program objectives.
10. The applicant is permitted to sub-contract for services with other partners or consultants to provide services that the applicant cannot provide itself but are part of the program objective.
11. The applicant shall take full responsibility for the acts and omissions of its partners and subcontractors. Nothing in the partnership agreement or subcontract shall impair the rights of NYSED under its agreement with the applicant. No contractual relationship shall be deemed to exist between the partner/subcontractor and NYSED.
12. The applicant is responsible for the performance of any service provided by the partners, consultants, or other organizations and must coordinate how each plan to participate.

*In areas of the state in which no IHE applies to provide appropriate services to eligible students, a CBO, in cooperation with an LEA, may apply.

VII. VENDOR RESPONSIBILITY

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include: legal authority to do business in New York State; integrity; capacity- both organizational and financial; and previous performance. Before an award of $100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a Vendor Responsibility Questionnaire. School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. For a complete list, see:
http://www.osc.state.ny.us/vendrep/resources_docreq_agency.htm.

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at
http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Applicants must acknowledge their method of filing their questionnaire by checking the appropriate box on Appendix 1.

Submission of a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a partner or subcontractor where:

- the subcontractor is known at the time of the contract award; and
- the subcontract will equal or exceed $100,000 over the life of the contract.

Also, applicants need to provide the following subcontractor information in their budget narrative:
Name(s)
Employer Identification Number(s) (EIN)
Address(es)
Subcontract value(s)

VIII. NOT-FOR-PROFIT (NFP) PROMPT CONTRACTING

Chapter 166 of the Laws of 1991 added Article XI-B (The Prompt Contracting Law) to the State Finance Law promoting prompt contracting with NFP organizations.

More specifically, the Prompt Contracting Law sets time frames for processing contracts and related documents; provides for written directives, waivers of interest, and advances/loans to Not-for-Profits (NFPs) when those time frames cannot be met; and requires interest payments to NFPs when contract payments are late due to untimely processing of contracts and no advance or loan was provided. For information on loans for NFPs from the Short-Term Revolving Loan Fund, refer to Bulletin A-268. This bulletin explains the procedure to follow when contracting with NFPs.

Chapter 648 of the Laws of 1992 made several changes to Article XI-B. The 1992 revisions provided more reasonable time frames for processing local grant awards and federally funded contracts; allowed for State agencies and NFPs to waive interest payments under certain circumstances; eliminated interest penalties for contracts executed and funded in whole or in part for services rendered in a prior fiscal year; and limited the amount of time a State agency may suspend time frames to four and one-half months.

Chapter 292 of the Laws of 2007 added further amendments to Article XI-B. The 2007 amendments prohibit State agencies from requiring NFPs, as a prerequisite of the execution of a contract, to waive claims for interest that would otherwise be due; provide that a contract is deemed to continue, and the contract remains in effect when a State agency does not timely notify an NFP of an intent to terminate the contract; require that any waivers of interest be subject to the Office of the State Comptroller's (OSC's) approval and provide for the calculation and payment of interest to NFPs when OSC non-approves a waiver of interest; require State agencies to report prompt contracting information to OSC

for inclusion in annual reports; and expand the NFP contracting advisory committee to sixteen members, require meetings at least quarterly, and expand the scope of the committee's responsibility.

A key objective of the Prompt Contracting Law is to expedite the contract process, and corresponding payments with NFPs to avoid service interruptions and financial hardships for these organizations. OSC advises that State agencies take measures to ensure compliance with the requirements of the Prompt Contracting Law. To this end, State agencies should maximize their use of the standard contract boilerplate, including simplified renewal documents, written directives, and valid waivers of interest when contracting with NFPs.

State agencies utilizing waivers of interest should ensure that there is signed and dated by the NFP, includes an explanation for the retroactive contract start date, and satisfies required time frames set by the law.

Source: [Bulletin A-316] update effective November 18, 2009)

IX. FUNDING LIMITATIONS

The specific amount of awards depends upon the legislative appropriation and the review and approval of an institution's application for funding by the State Education Department. While these guidelines call for a five year narrative proposal, applicants are required to submit a one year budget for the period September 1, 2012 - August 31, 2013 using Form FS-10 at http://www.oms.nysed.gov/cafe/forms/. Funding in years two through five is dependent on satisfactory performance, legislative appropriation, and the submission of an updated proposed project budget approved by SED.

For the period September 1, 2012 through August 31, 2013, the maximum level of funding for projects receiving awards is $350,000 (at least 280 students) and the minimum is $200,000. Applicants requesting $200,000 - $300,000 must serve at least 160 students and no more than 240 students.

To comply with Education Law Section (4)(b), grants in excess of $300,000 are subject to additional limitations. First, the maximum per student budget submission is $1,250. Second, there will be an automatic statutory budget adjustment to these grants in the event the grantee does not maintain sufficient enrollment to maintain a $1,250 cap per student for budgeted amounts in excess of $300,000 in any grant year.

The following are examples of how this budget adjustment will work.

Example A:

Yr1 Budget: $350,000
Projected Enrollment: 280
Cost per student $1,250
Yr 1 Actual Enrollment: 240 (40 less than projected)
Budget Reduction $50,000 (40 Students x $1,250)

Example B:

Yr1 Budget: $350,000
Projected Enrollment: 300
Cost per student $1,167
Yr 1 Actual Enrollment 280 (20 less than projected)
Budget Reduction: None. Per student expense is still $1,250 or less

Example C:

Yr1 Budget: $350,000
Projected Enrollment: 280
Cost per student: $1,250
Yr 1 Actual Enrollment: 220 (60 less than projected)
Budget Reduction: $50,000 (40 students x $1,250). The $1,250 cap does not apply to enrollment below the 240 minimum.

Example D:

Yr1 Budget: $300,000
Projected Enrollment: 240
Cost per student $1,250
Yr 1 Actual Enrollment 220 (20 less than projected)
Budget Reduction: None, Budgets of $300,000 or less are not subject to statutory reduction based on enrollment

The above examples apply to non-profits. The entire budgets of for-profits are subject to adjustment on a proportional basis if they don't attain enrollment goals. If a for-profit grantee's enrollment is less than 95% of the number set forth in the application and project budget, the project's allocation of funds will be proportionately reduced by the amount of the percentage deficiency from the application and project budget. For example, if the actual roster is 94% of the projected number, the grantees budget will be reduced by 6% in the year of the deficiency.

Each funded project is also expected to meet its budgeted enrollment figure. If actual enrollment is less than 95% of budgeted; the project will be placed on probation in the next project year. Projects may have their grant withdrawn if they fail to maintain satisfactory progress to maintain their budgeted enrollment figure. See "Probation/ Grant Suspension" section of the RFP.

Note: Grant funds must be expended on allowable activities in accordance with the approved budget and in accordance with the applicable cost principles. Further, Budget allocations in future years are subject to review.

All funding requests meeting the eligibility criteria will be reviewed at the time of submission of an application. If specific costs are deemed unreasonable or unnecessary for an LLP program, NYSED in collaboration with the proposed LPP Project Director will modify the proposed budget to include only allowable expenses.

Additional Funding for the Program

1. If additional funding becomes available to the program in the first year of the funding cycle, eligible applicants with a passing score that were not funded because the original funding was exhausted before reaching them, may be offered funding, based upon their statewide score highest to lowest. If there are funds remaining that will not fully support the next highest ranking application, that applicant will be given the opportunity to receive a partial award so long as the award is not less than $200,000.

2. In the event there are remaining funds in year 1 (after making awards described in the preceding paragraph) or if additional funds become available in years 2-5, NYSED may allocate the grant funds in a manner that best serves programs needs as determined by the Department. Such plan will be subject to review and approval by the Office of the State Comptroller.

X. BUDGET

A. Use of Funds:

1. Activities funded under a LPP award will be administered pursuant to a written contract between NYSED and the funded IHE.
    a. Adjustments to an award amount will occur if items within the proposed budget are deemed to be non-allowable or inappropriate.
2. Requests for the delivery of services may include partnership goods and services by the IHE with LEAs, not-for-profit, and/or community-based organizations.
3. No LPP funds may be used for purposes which have not been described in the proposal. Amendments to the proposal during the course of the year that involve changes in the manner in which LPP funds are expended must have prior written approval from NYSED.
4. Program changes impacting service delivery and project continuity must have prior written approval from NYSED.

B. Allowable Expenses:

Allowable direct costs include the following:

1. **Program administration**, including as allowable: professional and non-professional salaries, fringe benefits, staff travel, purchased services/consultant services, required membership fees, LPP regional and statewide professional development; reimbursement for "release time" for school personnel engaged in program planning and implementation reported as a purchased service. Out of state travel requires prior approval by SED.

2. **Program activities**, including as allowable: participant field trips, LPP student conference expenses, program achievement/awards, project brochures/materials and promotional activities, and activities fees for participants, standardized tests/instruction fees for participants, expenses related to program attendance such as participant transportation, and evaluation materials and activities.
3. **Student classroom supplies**, including laboratory supplies, calculators, etc., needed for direct academic remediation and support.
4. **Participation in a statewide evaluation program**. For the purpose of this RFP, the required independent evaluator is a vendor (purchased services), NOT a partner. These expenses will not exceed 2.5% of the annual project budget.
5. **Administrative and instructional supplies, materials, and equipment and durable goods**; including instructional or administrative computer software and computers, lab equipment, etc., which are used principally in the operation and administration of the LPP project.
    a. Those costs related to the maintenance of a statewide LPP project reporting data system shall not exceed 1% of the annual project budget.
    b. When equipment or durable goods are purchased with LPP funds, it is the responsibility of the institution to ensure that the LPP Durable Goods Inventory Form, found in Appendix 3, is completed and that a copy is submitted to NYSED.
    c. If a program closes, any equipment or durable goods purchased with LPP-NYSED funds must be released for transfer to another LPP program so that equipment or durable goods continue to support LPP students. NYSED staff will assist in coordinating the accountability and transfer of such equipment or durable goods.

C. Indirect Expenses:

For eligible IHE's, funds for indirect expenses provided by the LPP award may not exceed eight percent (8%) of total LPP grant contract expenditures. Indirect costs cannot be charged on the following items:

1. **Equipment purchases**
2. **Stipends/honoraria**
3. **Tuition**
4. **The amount exceeding $25,000.00 of each subcontract**

Costs: (In your application it is helpful if you **BOLD TYPE** the cost(s) not included in the calculation of the modified direct cost base in Code 49 of the FS-10).

For eligible not-for-profit community based organizations, an indirect cost rate of up to 2.6% may be used for indirect expenses. Such organizations may apply to the Department's Grants Finance Unit for a higher indirect cost rate for their project. Contact NYSED's Grants Finance Unit for more information. For profit organizations are not allowed to claim indirect costs on grants/grant-contracts.

D. Fringe Benefits:

The rate for fringe benefits cannot exceed the actual rate paid by the institution. For CUNY and SUNY institutions, the maximum rate that will be considered is the rate allowed by the New York State Comptroller's Office (OSC) [Bulletin A-624].

E. Non-Allowable Activities and Costs:

1. Liberty Partnerships Program funds are intended to establish new efforts or to enrich or expand existing ones. They may not be used to supplant funding of other existing efforts and should not cause the reduction of instructional hours or any other service LPP students would otherwise receive.
2. LPP funds may not be used for purposes other than those described in the approved grant contract.
3. Flow-through funds are not permitted.
4. Interest and finance charges incurred by the grant contract recipient are not allowed for reimbursement.
5. Funds cannot be used to pay for student's participation in program activities, except as provided in the description of allowable costs.
6. LPP funds cannot be used to pay for the salary or stipend of the Liberty Partnerships Program Director's Supervisor or someone designated as a Principal Investigator for the grant contract.
7. LPP funds cannot be used to purchase or rent space to house the Liberty Partnerships Program.

F. LPP Payment Schedule:

Not-for-Profit Applicants:

The initial payment of 25% will be made upon approval of the contract.
Subsequent payments would be made following the submission and approval of an FS-25 form. The final payment of 10% occurs upon the approval of the Final Program and Expenditure Report (FS-10F).

For-Profit Applicants:
Subject to the approval of a contract, funds will be distributed to for-profits on a reimbursement for work performed. The applicant may receive interim payments (up to 90 percent of the grant contract), but only actual expenditures will be reimbursed. The final reimbursement payment of 10% occurs upon the approval of the Final Program and Expenditure Reports (FS-10F).

Note: The Grant Contract is approved when it has been signed by the IHE's Chief Executive Officer, the New York State Education Department, the Office of New York State Attorney General, and the New York State Office of the State Comptroller.

G. <u>Transfer of Funds:</u>

1. Budget transfers of more than 10 percent in any category must be submitted as a budget amendment. Form FS-10-A: Proposed Amendment for a Federal or State Project must be used to request a budget amendment and must be submitted to the NYSED LPP liaison for review. All FS-10-A forms must be submitted anytime between the start date of any funding year and July 31st of that year. Funds should not be expended until the budget amendment has been approved in writing. Variations in each budget line category which exceed ten percent (10%) of such category must receive the approval of NYSED and the Office of the State Comptroller

2. Funds up to 10 percent of line categories may be transferred between approved line categories without prior written approval. However, NYSED must be informed in writing of all amendments made to an approved budget within 30 days of each occurrence, but no later than July 31st of the program year.

Note: Failure to follow the procedures outlined above may result in the disallowance of all expenditures not previously approved by SED.

H. Allocations To Collaborating Agencies:

Activities funded through the Liberty Partnerships Program will be administered pursuant to a written grant contract between the State Education Department and the IHE. Funding requests for the delivery of direct student services may include allocations by the institution with collaborating agencies including: the LEA(s), not-for-profit community-based organizations, schools and postsecondary education institutions.

I. Grant Contract Amendments:

The grant contract may be amended with the consent of the State Comptroller. Amendments to the grant contract which involve increases in dollar amount, changes in scope or in the way LPP funds are expended must have prior written approval from the same. Only expenses incurred for activities included in the approved or amended budget will be reimbursed by the State.

J. Records Retention:

The following general rule for record retention satisfies requirements in most instances: Supporting documentation must be retained for the current year plus six subsequent years unless otherwise specified by program requirements. Audit or litigation will "freeze the clock" for records retention purposes. Supporting documentation related to an issue under audit or litigation must be retained until resolved or the above general rule for record retention, which ever is longer.

K. Charging For Project Services:

Projects must be equally accessible to all students targeted for services. Projects may not prohibit any family from participating in programming due to their financial situation. The priority of the project is to deliver a continuum of twelve-month programs and services to benefit students and families in grades 5-12. Projects that plan to collect revenue from specific activity fees must be used to fund project activities outside the funded scope of the approved LPP budget with prior written approval from NYSED.

For further information on the treatment of program income, see Section 11 http://www.oms.nysed.gov/cafe/Guide.html#Eleven.

M. Budget (FS-10)

The application must include an FS-10 Budget Form for the first year of the program. Please remember that travel costs for program employees should be itemized under Travel Expenses; travel for consultants should be itemized under Purchased Services. General descriptions of expenditures, allowable costs (subject to the limitations set forth in Section X), applicable federal cost principles and administrative regulations are available in the Fiscal Guidelines for Federal and State Aided Grants http://www.oms.nysed.gov/cafe/guidance/guidelines.html.
Adjustments to the award will occur if items within the proposed budget are deemed to be non-allowable or inappropriate.

XI. PROJECT OPERATIONAL GUILDELINES

A. Operation Dates

The operation dates for the first year of this proposal will be September 1, 2012 through August 31, 2013. Expenses incurred prior to September 1, 2012, or after August 31, 2013, will not be reimbursed.

B. Required Reports

Each institution receiving a LPP award will be required to submit two project reports annually; a mid-year assessment and a final report to the LPP Program Liaison. The formats for the mid-year assessment and the final report will be provided by NYSED.

For each year, the mid-year assessment, covers project activities from September 1 to February 15, will be due March 15. In addition to other specified requirements, the mid-year assessment will include a roster of all participants enrolled in the project on February 15 in each project year. The final report, which reflects on all project operations and project accomplishments, will be due September 30 of each year, in a format specified by the State Education Department. Late submissions of budgetary forms and reports may result in the suspension of funds. Exceptions may be made to projects that have requested an extension in writing to their NYSED LPP liaison and have received approval. Acceptable

written notification may include email, regular mail, or fax. All communication relating to an extension of reporting deadlines must be copied to the President of the IHE.

In addition to the NYSED required reports, the LPP director's consortium will decide upon an external evaluator to develop and implement a statewide evaluation process. Each funded LPP project is obligated to participate in the statewide evaluation of overall performance of the program. The LPP program liaison will work with the LPP director's consortium to develop the evaluation standards in accordance with 8 NYCRR 55.3 (d).

C. Probation/Grant Suspension

Projects will be placed on probation for failure to meet the following performance outcomes.

a) The Dropout Rate of the participants, based on the final report data.
b) Achievement of the Student Enrollment Target, based on the final report data

Measure	Outcome
Dropout Rate	5% or less
Student Enrollment	95% of Target Enrollment

If these measures are not achieved for any one project year then the project will be placed on probation. If the project then complies with LPP guidelines and/or meets the performance standards or meets their corrective action plan the project will then be removed from probationary status. If the project is not removed from probationary status after two consecutive years the grant may be terminated. The foregoing does not limit NYSED's other rights to terminate the program in accordance with NYSED standard contract language. (see attached State of New York Agreement, Appendix A, and Appendix A-1)

1. NYSED will notify the Project Director and the Chief Executive Officer in writing of the Project's probationary status.
2. The term of probation will be for two years.
3. The Project Director will be required to submit a corrective action plan for approval by the Program Officer.
4. Probationary Projects may receive reduced funding or have their grant withdrawn if they fail to make satisfactory progress within the established time frame.

XII. APPLICATION REVIEW AND RATING PROCESS

A. Method of Determining Award

1. New York State is divided into 10 Regents Regions. To allow for equitable statewide access to LPP services for students NYC will be separated into 5 regions providing 14 total regions for students to access LPP services statewide. The highest ranking applicant in each region will be funded at their requested amount, if there is an applicant with a passing final score.
2. Given the level of appropriated funds in the last cycle, it should be possible to fund at least two LPP projects in each region even if all projects request the maximum level of award. It is the intent of this RFP to support the two highest ranking applicants in each region if appropriated funds allow. Provided that there are two high ranking applicants in each region with a passing score, both projects will receive an award.
3. The remaining funds shall be pooled into a single statewide sum to be allocated to the remaining eligible unfunded applicants in rank order by final statewide score.

This process should result in at least two projects per region and should support those meritorious applications competing on a statewide basis.

Applicants who score below 45 points on the Technical (Abstract, Need for Project, and Proposal Narrative) section will not be eligible to receive a LPP award.

In addition, applicants need a combined (Technical & Budget) score of 60 or more points out of 100 total points to be considered for funding.

Each eligible proposal will be reviewed by at least two reviewers. Each reviewer will score the proposal according to the indicated point criteria in the Technical Section, using the Evaluation Rubric and the criteria in the Budget Section. If individual scores are more than 20 points apart, another reviewer will rate the application. In those cases, the three scores will be averaged to calculate the final average score of the application. Grant contracts will be awarded in rank order of the highest score to lowest score within each region. In the event of a tie score, the following will constitute the tie break criteria:

a. Highest Technical score, if scores are equal then;
b. the Proposal Narrative score, if scores are equal then;
c. the highest Need for Project score.

The contract issued pursuant to this RFP will be awarded to the applicants whose aggregate Technical and Budget scores are the highest among all the proposals rated in their respective region. Successful applicants within each region will receive the full amount of their proposed budget (within the funding limitations), if the state appropriation allows.

In the statewide allocation process, if there are unallocated funds available after the awarding of projects able to be funded at the minimum level, these remaining funds will be treated under the process described in VIII Funding Limitations, above, as an increase in the appropriation.

The maximum award will be $350,000 for projects that propose to serve at least 280 students at a rate of $1,250 per participant. Applicants requesting $200,000 - $300,000 must serve at least 160 students and no more than 240 students.

The New York State Education Department reserves the right to adjust the award amount and limit the number of students a project can enroll. If an eligible applicant refuses to accept the award at the adjusted amount, the next eligible applicant will be canvassed.

B. Set Aside For-Profit Applicants:

1. A maximum of $700,000 will be set aside for the two highest ranking for-profit applicants statewide providing that they receive a passing score of 45 points or more on the combination of the Technical section of the application (Abstract, Need for Project, and Proposal Narrative).
    a. For-profit institutions will satisfy the count to ensure equitable statewide representation.
    b. If there are no eligible for-profit applicants these funds revert to the non-profit allocation method.
    c. If both for-profit awards are made in the same region, they shall constitute meeting the desire for at least two funded projects in that region.
    d. If funds remain after the awarding of up to two awards of for-profit applicants, funds revert to the not for-profit allocation method.

2. Projects administered by for-profit institutions are subject to the same operational controls and guidelines as those for other awardees.

For-profit applications will be scored on a scale of 100 points, 75 points technical and 25 points cost. The technical score will consist of the Abstract, Need for Project, and Proposal Narrative sections of the scoring rubric.

The **financial portion** of the application represents 25 points of the overall score and will be awarded up to 25 points pursuant to a formula. This calculation will be computed by the Contract Administration Unit upon completion of the technical scoring by the technical review panel.

The submitted budget will be awarded points pursuant to a formula which awards the highest score of 20 points to the budget that reflects the lowest overall cost per student (no points will be awarded to the budget narrative). The remaining budgets will be awarded points based on a calculation that computes the relative difference of each proposal against the lowest budget submitted. The resulting percentage is then applied to the maximum point value of 20 points.

C. Method of Award- For-profit applicants

The aggregate score of all the criteria listed will be calculated for each proposal received.

The contract issued pursuant to this proposal will be awarded to the applicant whose aggregate technical and cost score is the highest among all the proposals rated.

In the event that more than one proposal obtains the same highest aggregate score, the contract will be awarded to the applicant in that group of highest aggregate scores whose budget component reflects the lowest overall cost.

The New York State Education Department reserves the right to reject all proposals received or cancel this RFP if it is in the best interest of the Department.

D. Regions The Region will be assigned based upon the location of the IHE applicant. To ensure equitable statewide access to LPP services for students, funding will be divided into 14 regions, as set forth in the table below.

LPP Regions (By County)	
Western New York (Chautauqua, Cattaraugus, Allegany, Erie, Niagara)	**Finger Lakes** (Orleans, Genesee, Wyoming, Livingston, Monroe, Ontario, Wayne, Yates)
Central New York (Oswego, Seneca, Tompkins, Cortland, Cayuga, Onondaga)	**Southern Tier** (Steuben Chemung, Schuyler, Tioga, Broome, Delaware, Chenango)
North Country (Jefferson, Lewis, St. Lawrence, Hamilton, Essex, Franklin, Clinton)	**Mohawk Valley** (Fulton, Montgomery, Herkimer, Otsego, Oneida, Madison)
Capital District (Warren, Washington, Saratoga, Schenectady, Albany, Rensselaer, Greene, Columbia, Schoharie)	**Hudson Valley** (Sullivan, Ulster, Dutchess, Orange, Putnam, Rockland, Westchester)
Bronx County	**Kings County** (Brooklyn)
New York County (Manhattan)	**Queens County**
Richmond County (Staten Island)	**Long Island** (Nassau and Suffolk Counties)

E. Notification of Award

1. All applicants will be notified regarding the disposition of their proposal in writing.
2. Successful applicants will be informed of the amount of their award and next steps in the Grant Contract process.
3. Applications of projects in the last application cycle, which are not recommended to receive a Grant Contract, will be notified in writing of the necessary actions needed to close their respective project.
4. Applicants not recommended for funding may request a summary of reviewer comments (see description in the debriefing procedure below).

F. Post Selection Procedures

Upon selection, the successful applicant will enter into negotiations for a contract with NYSED. The contents of this RFP, any subsequent correspondence related to final contract negotiations, and such other stipulations as agreed upon may be made a part of the final contract developed by NYSED. Successful applicants may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

G. Debriefing Procedures

Only unsuccessful applicants may request a debriefing within ten (10) business days of the postmarked date of the notice of non-award from NYSED. Applicants may request a debriefing letter on the selection process regarding this RFP by submitting an email request to: LPPRFP@mail.nysed.gov

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

H. Contract Award Protest Procedure

Applicants who receive a notice of non-award and have requested and received a debriefing letter 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 the postmark date of a debriefing letter. The protest letter must be filed with:

   NYS Education Department
   Contract Administration Unit
   Attn: Richard P. Duprey, GC#12-005
   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 PCPPU. 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.

XIII. FUNDING POLICY FOR PROPOSAL CYCLE

A. Grant Recipient Responsibilities:

1. Projects must operate under the jurisdiction of the IHE, have access to all needed facilities of the IHE, and are subject to at least the same degree of accountability as all other activities of the IHE.
2. All funded projects are required to have a full-time LPP director working exclusively on the LPP program with a 1.0 FTE reflected in the budget. NYSED considers the role of the director as pivotal to the implementation of a successful Liberty Partnerships Program.
    a. The director is responsible for providing leadership to the LPP and for the management of the contract and all related activities.
    b. These activities include, but are not limited to: on-site management of LPP program activities; management of the budget; development implementation and evaluation of programs and services; the hiring and supervision of staff; program representation on statewide communities and boards; coordination of partnerships; sustainability planning; LPP student recruitment and admissions processes; data collection and reports required by NYSED; including, public relations.
3. The IHE is responsible for the proper disbursement of, and accounting for, project funds.
    a. Written IHE policy, as well as State rules pertaining to wages, mileage and travel allowances, overtime compensation, fringe benefits, competitive bidding, safety regulations, and inventory control must be followed for all LPP project activities.
    b. Original supporting documents are required for all Grant Contract related transactions entered into the local agency's recordkeeping system.
    c. Documents that authorize the disbursement of grant contract funds consist of purchase orders, contracts, time & effort records, delivery receipts, vendor invoices, travel documentation and payment documents.
4. Supporting documentation for Grant Contracts must be kept for at least six years after the last payment is made unless otherwise specified by statute, regulation, audit finding, or legal action. An audit or legal action will "freeze the clock" for record retention purposes.
5. All records and documentation must be available for inspection by State Education Department officials or its representatives. For additional information about grant

contracts, please refer to the Fiscal Guidelines for Federal and State Aided Grants. http://www.oms.nysed.gov/cafe/guidance/guidelines.html

6. Personnel hired under the LPP award are expected to be treated equal to other personnel of similar rank and responsibility at the host IHE/agency, including access to tuition benefits, conferences and other opportunities for continuing professional and personal development.
    a. Staff providing academic instruction must have NYS Teacher Certification in their area of assignment or be college faculty teaching within their discipline.
    b. Counseling components must utilize at least one licensed Master Social Worker (MSW), or licensed Psychologist, or certified School Counselor.
    c. Graduate and Undergraduate students may provide services in compliance with institutional guidelines and laws implemented by the Department of Labor under the direct supervision of LPP/IHE faculty.
        i. Graduate and Undergraduate students participating in any counseling activity must be under the direct supervision of the individual identified above or under the direct supervision of their program faculty.
        ii. Graduate and Undergraduate students pursuing New York State Teacher Certification through the IHE applicant may provide instruction within their discipline under the direct supervision of their program faculty and LPP/IHE faculty.
        iii. Athletic programs should utilize coaches with identifiable training/certification and experience in the particular sport or activity being conducted and in general safety, sports equipment, athletic training, and the rules of the sport or activity being conducted.
7. Each funded LPP project is obligated to participate in the statewide evaluation of overall performance of the program. The LPP program liaison will work with the LPP director's consortium to develop the evaluation standards in accordance with 8 NYCRR 55.3 (d).

XIV. PUBLIC RELATIONS/ATTRIBUTIONS OF FUNDING

In order to ensure the continued support and the commitment of resources to State-funded Liberty Partnerships Program projects, there must be public awareness of the project's positive impact on the lives of participants and their families, schools, and communities. Positive publicity and community awareness also help to ensure that those who are eligible and who could benefit from participation are informed of the project's existence.

To facilitate public awareness, all funded Liberty Partnerships Program projects are required to ensure that all public relations materials and activities, such as project brochures and award ceremonies, acknowledge that the project and its activities are supported, in whole or in part, by a grant from the NYSED. In addition, when local, statewide, or national media report on the project's success or on honors received by students or staff, NYSED funding must be acknowledged. In addition, the project director should submit copies of all local, statewide, or national media stories about the project and/or the project participants and staff to the State Education Department at the following address:

New York State Education Department
Office of K-16 Initiatives and Access Programs
Liberty Partnerships Program
89 Washington Avenue
Education Building Addition, Room 967
Albany, New York 12234

Questions about this policy may be directed to the NYSED LPP Liaison at 518-486-5202.

APPLICATION CHECKLIST

Listed below are the required documents for a complete application package, in the order that they must be submitted. Submit one original and three (3) copies of the Narrative/Application in a sealed envelope labeled "Liberty Partnership Program Proposal GC#12-005; and one electronic copy of the full application. The original must be clearly identified with original signature of the CEO or designee. The letter from the CEO assigning the designee must accompany the application.

Use this checklist to ensure that your application submission is complete. Incomplete applications will not be reviewed.

Required documents to be submitted in the following order:

1. _____ Application Cover Page
2. _____ Application Checklist
3. _____ Payee Information Form
4. _____ Vendor Responsibility Questionnaire (Appendix 1)
5. _____ Partnership Agreement(s) (Sample – Appendix 2)
6. _____ Durable Goods Inventory Form (Appendix 3)
7. _____ Collaborating Agency Forms (Appendix 4, Form 1 IHE Degree Programs Providing Services)
8. _____ Collaborating Agency Forms (Appendix 4, Form 2, List of LEA's in the LPP
9. _____ Collaborating Agency Forms (Appendix 4, Form 3, Partner Organizations)
10. _____ Program Abstract
11. _____ Project Organizational Chart (identifying the project reporting relationship and position descriptions for all LPP affiliated staff)
12. _____ Need for Project
13. _____ Proposal Narrative
14. _____ FS-10 Budget Form*
15. _____ LPP Composite Budget Summary Form (Appendix 5)

16. _____ Budget Narrative*

17. _____ Email Proposal to LPP mailbox LPPRFP@mail.nysed.gov

For-profit applicants need to submit their items 1-13 and 14-16 in separate envelopes.

Liberty Partnerships Program
2012-2017 NARRATIVE APPLICATION COVER PAGE

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

Agency Code												

Institution's Name (Type/Print):	
Title (Type/Print):	**Contact Person (Type/Print):**
Address (Type/Print):	**City:**
Zip Code:	**Telephone:**
E-Mail:	**Fax:**

I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, Appendix A1-G, 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 contract 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.

Funding Region (location of the IHE applicant):

□ 1.Western □ 2.Finger Lakes □ 3.Central □ 4.Southern Tier
□ 5. North Country □ 6. Mohawk Valley □ 7.Capital District □ 8.Mid-Hudson
□ 9.The Bronx □ 10.Manhattan □ 11.Queens □ 12.Brooklyn
□ 13.Staten Island □ 14.Long Island

LEA Student Participant Service Population (check all that apply):

□ School designated as High Need □ Community designated as High Poverty Area
□ School identified as Violent and Disruptive □ Student Participants identified as neglected or delinquent □ Student Participants identified as students with disabilities

LPP Venues:

□ School-based Model □ Campus-based Model □ Community-based Model
□ Hybrid Model - combination of models

Number of Students to be Served:	
CEO or designee Signature (in blue ink):	**Type/Print Title:**
Type/Print Name:	**Date (in blue ink):**

Submit one original and three (3) copies of the Narrative/Application in a sealed envelope labeled "**Liberty Partnership Program Proposal GC#12-005; and one electronic copy of the full application**

Proposal GC#12-005
New York State Education Department
Liberty Partnerships Program
89 Washington Avenue, Room 965 EBA
Albany, NY 12234
LPPRFP@mail.nysed.gov

THE STATENEW YORK STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

PAYEE INFORMATION

In order to receive funds from the NYS Education Department, ALL SECTIONS of the **Payee Information/PI Form** AND of the **NYSED Substitute W-9 Form** (required only if your agency does not have/know its OSC Vendor Identification Number) will need to be completed and returned with **original signature(s)** to the Education Department program office to which your agency's grant application was sent.

Please print or type all information

Section I: Institution Identifying Information

Exact Legal Name of Agency	Contact Person/Name & E-mail Address

Address (number, street, and apt. or suite no.) to which checks will be mailed
City, State, and ZIP code (+ 4 digits) or Foreign City, Country & Postal Code

Federal Employer Identification Number (FEIN): □□-□□□□□□□□

OSC Vendor Identification Number:* ** □□□□□□□□□□□

Data Universal Numbering System/DUNS Number: □□□□□□□□□

Central Contractor Registration (CCR) – Active?

□ **Yes, provide Active Until Date _____**□**No**

******If you do not know your agency's OSC Vendor Identification Number, follow the specific instructions under Section I(c).***

Section II: Agency Profile

1. This agency is a (check one) ☐ Non-Profit Organization ☐ For Profit Organization
2. This agency is a (check one) ☐ Sectarian Organization ☐ Non-sectarian Organization
3. Is this agency chartered or incorporated by the New York State Board of Regents? (Check one)

   ☐ Yes ☐ No
4. Is any member of the Board of Directors an employee of the NYS Education Department?

   ☐ Yes, please name _____ ☐ No

Section III: Certification

I hereby certify that the information herewith provided is to the best of my knowledge both accurate and true.

_____

Chief Administrative Agency Official/Authorized Designee **(Please Print)**

_____

Title

_____ _____

Signature - Chief Administrative Agency Official/Authorized Designee Date

SED USE ONLY: Deputy Area/Program Office

Institution ID: | 8 | 0 | 0 | 0 | 0 | 0 | | | | | | |

I have reviewed the payee information contained herein and hereby approve this agency for payment.

_____ _____

Program Manager **(Please Print)** Deputy Area/Program Office

_____ _____

Signature - Program Manager Date

SED USE ONLY: Grants Finance

SED Agency Number/BEDS Code (if applicable): | | | | | | | | | | | | |

Institution Type: | | | | | | Institution Subtype: | | | | | |

Interest Eligible: ☐ **yes** ☐ **no**

Reviewer: _____ Date: _____

INSTRUCTIONS FOR COMPLETING NYSED FORMS: PAYEE INFORMATION/PI & SUBSTITUTE W-9

Complete **all sections** of the form(s) in accordance with the instructions provided below.

Section I: Institution Identifying Information:

a) Provide the following information: exact legal name of the agency, complete address to which checks should be mailed, name & e-mail address of the agency contact person

b) FEIN – This is your agency's 9 digit federal employer identification number, often referred to as the tax identification number or TIN.

c) OSC Vendor Identification Number – This is a 10 digit number assigned by the Office of the State Comptroller (OSC) to your agency for the purpose of doing business with the State of New York.

- ❑ If you know your agency's number, provide it on the Payee Information/PI Form.
- ❑ **If you do not know your agency's number**, contact OSC at VMU@osc.state.ny.us to obtain it so that it can be provided on the PI Form.
  - ❖ *If OSC notifies you that your agency does not yet have a vendor identification number* – Complete the NYSED Substitute W-9 provided herein according to the instructions on the form. Submit both forms (PI and the NYSED Substitute W-9) as both will be required for payments to your agency.

d) Data Universal Numbering System/DUNS Number – This is a 9 character number issued by Dun & Bradstreet that identifies your agency. It is used by the federal government to track how federal grant funds are allocated & expended by NY State, the State Education Department, and local agencies. To search for your agency's DUNS number or to register for one, go to Dun & Bradstreet's website: http://fedgov.dnb.com/webform/displayHomePage.do.

e) Central Contractor Registration (CCR) – This is a government-wide registry for organizations doing business with the federal government. It collects, validates, stores and disseminates business information about the federal government's trading partners. To register with CCR, go to http://www.ccr.gov & click on the "Start New Registration" link. Upon registration, your agency will be provided with an "Active Until" date. Failure to renew your registration ("Active Until Date") may delay payments from NYSED.

Section II: Agency Profile

- **Question 1 -** Self-explanatory.
- **Question 2 –** A sectarian organization is defined as one which is affiliated with a particular religious group. A non-sectarian organization has no religious affiliation.
- **Question 3 -** "Chartered or incorporated" here means created by the NYS Board of Regents.
- **Question 4** - Self-explanatory.

Section III: Certification - Be sure to complete this section with an original signature.

Important Notes:

Changes to Vendor Information - If any of the information maintained by OSC in its vendor file changes, please contact OSC directly at VMU@osc.state.ny.us.

Electronic Payments - If your agency is not already signed up to receive payments electronically through ACH (Automated Clearing House), please enroll directly with OSC at http://www.osc.state.ny.us/epay/index.htm.

NEW YORK STATE EDUCATION DEPARTMENT
NYSED SUBSTITUTE FORM W-9:
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

Part I: Payee/Vendor/Organization Information **AGENCY ID:**

1. Legal Business Name:	2. If you use a DBA, please list below:

3. Entity Type (Check one only):

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Co. ☐ Business Corporation ☐ Unincorporated Association/Business ☐ Federal Government

☐ State Government ☐ Public Authority ☐ Local Government ☐ School District ☐ Fire District ☐ Other _____

Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type

1. Enter your TIN here: *(DO NOT USE DASHES)*

2. Taxpayer Identification Type (check appropriate box):

☐ Employer ID No. (EIN) ☐ Social Security No. (SSN) ☐ Individual Taxpayer ID No. (ITIN) ☐ N/A (Non-United States Business Entity)

Part III: Address

1. Physical Address:	2. Remittance Address:
Number, Street, and Apartment or Suite Number	Number, Street, and Apartment or Suite Number
City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country

Part IV: Certification of CEO or Properly Authorized Individual

Under penalties of perjury, I certify that I am the CEO or properly authorized individual and that the number shown on this form is my correct Taxpayer Identification Number (TIN).

Sign Here:

_____ Signature _____ Date

_____ Print Name _____ Phone Number _____ Email Address

Part V: Contact Information – Individual Authorized to Represent the Payee/Vendor/Organization

Contact Person: _____ **(Print Name)** Title: _____

Contact's Email Address: _____ Phone Number: (_____) _____

Part VI: Survey of Future Payment Methods

Please indicate all methods of payment acceptable to your organization:

[ ] Electronic [ ] Check [ ] VISA

NYS Education Department
Instructions for Completing NYSED Substitute W-9

The NYS Education Department (NYSED) is using the NYSED Substitute Form W-9 to obtain certification of your TIN in order to facilitate your registration with the SFS centralized vendor file and to ensure accuracy of information contained therein. We ask for the information on the NYSED Substitute Form W-9 to carry out the Internal Revenue laws of the United States.

Any payee/vendor/organization receiving Federal and/or State payments from NYSED must complete the NYSED Substitute Form W-9 if they are not yet registered in the SFS centralized vendor file.

Part I: Payee/Vendor/Organization Information

1. **Legal Business Name**: For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **DBA (Doing Business As)**: Enter your DBA name, if applicable.
3. **Entity Type**: Mark the Entity Type doing business with New York State.

Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN)[1] or Employer Identification Number.
2. **Taxpayer Identification Type:** Mark the type of identification number provided.

Part III: Address

1. Physical Address: List the location of where your business is physically located.
2. Remittance Address: List the location where payments should be delivered.

Part IV: Certification of CEO or Properly Authorized Individual

Please sign, date and print the authorized individual's name, telephone and email address. An email address will facilitate communication and access to Vendor Self Service.

Part V: Contact Information

Please provide the contact information for an individual who is authorized to make legal and financial decisions for your organization. An email address will facilitate communication and access to Vendor Self Service.

Part VI: Survey of Future Payment Methods

Payment methods are needed for informational purposes. To expedite payments, vendors are strongly encouraged to consider accepting payment via VISA credit card.

[1] An ITIN is a nine-digit number used by the United States Internal Revenue Service for individuals not eligible to obtain a Social Security Number, but are required to file income taxes. To obtain an ITIN, submit a completed W-7 to the IRS. The IRS will notify you in writing within 4 to 6 weeks about your ITIN status. In order to do business with New York State, **you must submit IRS Form W-8** along with our NYSED Substitute Form W-9 showing your ITIN. IRS Form W-8 certifies your foreign status. To obtain IRS FormsW-7 and W-8, call 1-800-829-3676 or visit the IRS website at www.irs.gov.

TECHNICAL & BUDGET SECTIONS

These sections should present a cohesive document with each individual section adhering to the format outlined in each section below. These sections must not exceed 30 pages (for submissions over thirty pages the reviewer will only review the first thirty pages), single spaced, with 1" margins on all sides on 8 ½" X 11" size pages; font should be Times New Roman or Ariel with font size no larger than 12. (Other required supporting documents, including the organizational chart, are not counted toward this page limit.) The name of the applicant IHE must appear in the top right corner of each page. All pages must be numbered bottom centered of each page.

TECHNICAL SECTION

1. ABSTRACT (2 points) (maximum 2 pages)

Provide a two page abstract of the proposed project. Include the Proposal Focus, acknowledgement of the Need for Project and the Program Elements.

2. NEED FOR PROJECT (28 points) (maximum 10 pages)

a) Purpose of Project:

1. Demonstrate how your proposed project will integrate the expectations, knowledge, and skills needed for high school graduation, career preparedness, and college-level work for the identified student participant population.
2. Specify measurable goals and objectives for both demonstrable student participant achievement and efficient project management.

b) IHE's Commitment

1. Demonstrate the high level of IHE commitment and the process used to involve faculty members, undergraduate and graduate/professional students from degree programs in fields including: human services, education, counseling, social work, psychology, sociology, and others which can identifiably foster college and career readiness in the student participant population. Departments must be noted in Appendix 4.
2. Develop a LPP project code of conduct that is aligned with the NYS Dignity for All Students Act.
3. Provide information on the organizational model employed which creates student participant success through small group environments with low student to staff ratios. Describing the LPP Venues where services will be delivered.

c) Partnerships

1. Provide the process for cooperation with LEAs, IHEs, municipalities, businesses, and not-for-profit community based organizations. LEAs and organizations must be identified on the forms included in Appendix 4. Provide Partnership Agreements that fully and specifically detail their roles to ensure the efficient coordinated delivery of services.
2. Provide the process for the inclusion and ongoing meaningful involvement of students, parents, department chairs, and teachers in the planning and implementation of the LPP project.
3. Identify which intervention models are utilized as partners in the proposed project; such as those that are funded by NYS which include, but are not limited to Literacy Zone Initiative, Work-Based Learning Programs, STEM ELA PD & Leadership Academy, Teacher Opportunity Corps, Student Support Services, 21st Century Learning Center, Graduate Level Clinically Rich Teacher Preparation Pilot Program, Teachers of Tomorrow, Model Induction Program, Early College Programs, Teacher and Leader Quality Partnership Program College Access Challenge Grant and Curriculum Modules and Statewide Professional Development for New York State English Language Arts & Literacy and Mathematics.
4. Describe the management structure, accompanied by an organizational chart and position descriptions, outlining the responsibilities in the planning implementation, and delivery of the project.
5. Provide the process for making use of stakeholder partnerships to support aspects of your intervention and dropout prevention program beyond the funding cycle.

3. PROPOSAL NARRATIVE (45 points) (maximum 18 pages)

a) Program Elements:

1. **Serve at-Risk students**: Demonstrate the process for the identification of students in your proposed LEA partner who are at-risk of dropping out of school.
    a. See factors in IV. Student Eligibility above and information from the following sources:
        i. LEAs that are High Needs Schools (LPP must be written in to the school's CEP & AIS)

ii. areas that are High Poverty as demonstrated by the U.S Census Bureau's Small Area Income and Poverty Estimates (SAIPE)

iii. areas identified as Violent and Disruptive (LPP must be written in to the schools Incident Reduction Plan)

iv. students identified as Neglected and Delinquent youth and/or Students with Disabilities

b. Explain how the students will be selected and recruited in the project. Explain why this/these population(s) was/were selected to be served.

c. Establish criteria for defining the risk factors that impact the youth that the project will serve, and identify measurable objectives for each of the subgroups.

2. **Role Models and Caring Adults**: Demonstrate the use of volunteers, facilitating parent participation, and the involvement of current or former liberty participants as peer or mentor counselors in projects.

3. **Project Continuity:** Demonstrate a program to provide for continuity of services throughout a student's progression through secondary school.

   a. Project design will provide 12 months of intervention that will directly involve participants with developing math, reading, and writing skills appropriate to their grade level performance and which is aligned with academic skills measured by common core.

      i. Proposals will develop an interdisciplinary project using a pedagogy which improves student outcomes and boosts achievement during school, before or after school, at home, or on weekends using Extended Learning Time.

      ii. Describe the planned intervention activities, curriculum materials and the ability of the project's staff to deliver instruction to meet the academic standards.

   b. Demonstrate the project design of how programming will be delivered utilizing one or more of the following strategies:

      i. Mentoring/Tutoring

      ii. Service-Learning

      iii. Alternative Schooling

      iv. After-School Opportunities

c. Write a goal for the Academic component of your project design. Then establish a benchmark(s) with measurable outcomes that are related to the goal(s) of the project design.
    i. Explain how the intervention strategy will require and enable students to earn credit toward graduation requirements, including a method for tracking and documenting credit attainment and graduation rate for program participants. Where applicable, use grade advancement (promotion) for students not entering the program at 12th grade.
d. Develop a workforce program utilizing New York's Career Plan aligned with IHE's (applicant) plan for social and economic development and New York State's Regional Economic Development Council.
    i. Explain how the skills learned in workforce program are related to and integrate with the project design.
    ii. Explain the relevance of these activities and their expected contribution to improvements in participant's academic performance and dropout prevention.

e. Explain how the project will develop and integrate a Personal Learning Plan (PLP) process to assist students in the development of a multi-year plan which identifies the student's individual educational and career goals.
    i. Explain the instructional plan and the curriculum model to be used to prepare students to effectively develop meaningful and effective PLPs, e.g. grade appropriate transition, freshman academies, advisory programs, etc.
f. Explain the program design that integrates activities related to leadership and civic duty with the systematic focus on academic skill standards. Relate the relevance of these activities to improving academic performance and retention in school.
g. Describe the case management system that will be utilized, specifying all evidence based modalities and service referrals and how it integrates with the overall goal of the project. Ro include individual counseling, group counseling, family counseling, and home visit services.
h. Write a goal statement that addresses the follow-up component of your program.

i. Describe a plan to follow-up with project participants throughout secondary school and for a full 12 months following project separation, graduation or their earning a high school equivalency diploma. Explain how the participants will be contacted and the schedule that will be used for contacting them.

ii. Describe the process for follow-up with dropouts in order to encourage them to complete a High School Equivalency Diploma within 12 months of leaving school.

i. Describe the project's professional development process for LPP staff that have direct responsibility for promoting quality programming to students, including local, regional, and statewide LPP coordinating activities.

b) Assessment: Demonstrate and explain the model for service provision based upon the prevailing research (e.g. peer-reviewed journal) and best practices in the field (e.g. qualitative research review).

BUDGET SECTION

Applicants must provide a Proposed Budget for the Operation of a Federal or State Program (FS-10 form Excel Version) for the project with an original signature from the CEO of the IHE applicant only, or their designee, if a letter is included from the CEO making such a designation.

Budget documents include: The FS-10, LPP Composite Summary, Budget Narrative and Payee Information.

The applicant/fiscal agent cannot act as a flow-through for grant funds to pass to other partners and third parties. The applicant should provide a minimum of 55% of direct cost services to the program, meaning at least 55% of the annual budget should be allocated to line items other than Purchased Services, including BOCES Purchased Services.

1. Applicants must provide a budget narrative describing the commitment of resources for the project. All expenditures have a direct connection to LPP project activities including all items mentioned in the LPP Composite Summary.
2. Applicants must demonstrate sound fiscal management and oversight of the LPP project and verifies the project director as the primary person responsible for project expenditures.
3. Applicants must provide the LPP Composite Summary, included as Appendix 5, provides an itemized listing of the sources of additional funding or in-kind matching services or resources, and the amount of any matching funds and their source. It describes in detail the uses of matching funds.
4. Applicants must complete the excel version FS-10 Budget Form for the initial project period (September 1, 2012 to August 30, 2013). Providing detail of the allocation of funds to each budget category of the FS-10 Budget Form. In particular, describe how Purchased Services are linked to the objectives and activities of the project. The FS-10 budget must be consistent with the budget narrative.
5. Applicants must demonstrate that expenditures are reasonable and are targeted to the provision of direct services to students by the partnership institutions.

Application Evaluation Rubric

Liberty Partnerships Program

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

Rating Guidelines:

Good - Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived and thoroughly developed ideas.

Fair - General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.

Poor - Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail.

(N/F) Not Found - Does not address the criteria or simply re-states the criteria.

Technical Criteria

	Good	Fair	Poor	N/F
1. Abstract [2 points] The applicant provides a comprehensive description of the project:				
Includes the Proposal Focus, acknowledgement of the Need for Project and the Program Elements. Demonstrate how the various elements of the project are designed to be combined with one another in order to support academic achievement and overall support and development of the at-risk student.	2	1.5	1	0
Comments:		Score ( ) out of 2		

	Good	Fair	Poor	N/F
2. Need for Project [28 points] The applicant describes the overall need for the project by addressing the following criteria:				
a. 1. Demonstrate how the proposed project will integrate the expectations, knowledge, and skills needed for high school graduation, career preparedness, and college-level work for the identified student participant population.	5	3.5	2	0
a. 2. Specify measurable goals and objectives for both demonstrable student participant achievement and efficient project management.	1	.5	.25	0
b. 1. Demonstrate the high level of IHE commitment and the process used to involve faculty members, undergraduate and graduate/professional students from degree programs in fields including: human services, education, counseling, social work, psychology, sociology, and others which can identifiably foster college and career readiness in the student participant population.	5	3.5	2	0
b. 2. Includes a LPP project code of conduct that is aligned with the NYS Dignity for All Students Act.	1	.5	.25	0
b. 3. Provide information on the organizational model employed which creates student participant success through small group environments with low student to staff ratios.	2	1.5	1	0
c. 1. Provide the process for cooperation with LEAs, IHEs, municipalities, businesses and not-for-profit community based organizations. Also identified in Appendix 4.	3	2	1	0
c. 2. Provides the process for the inclusion of deans, faculty, department chairs, teachers and families in the implementation of the LPP project	2	1.5	1	0
c. 3. Provides the process for the inclusion of teachers and family in the implementation of the LPP project.	3	2	1	0
c. 4. Identifies which community intervention models are utilized as partners in the proposed project.	3	2	1	0
c. 5. Describes the management structure, accompanied by an organizational chart and position descriptions, outlining the responsibilities in the planning and implementation of the project.	3	2	1	0

Comments: Score ( ) out of 28

	Good	Fair	Poor	N/F
3. Proposal Narrative [45 points] The applicant provides a comprehensive description of the project activities, including the following:				
a. 1. Demonstrates the process for the identification of students in the proposed LEA partner who are at-risk of dropping out of school.	5	3.5	2	0
a. 2. Demonstrates the use of volunteers, facilitating parent participation, and the involvement of current or former liberty participants as peer or mentor counselors in projects.	3	2	1	0
a. 3. Demonstrates a program to provide for continuity of services throughout a student's progression through secondary school.	3	2	1	0
a. 3. a. Project design provides 12 months of intervention that will directly involve participants with developing academic skills appropriate to their grade level performance and which is aligned & measured by the common core.	4	2.75	1.5	0
a. 3. b. Demonstrates the project design of how programming will be delivered utilizing one or more of the following strategies: Mentoring/Tutoring; Service-Learning; Alternative Schooling; After-School Opportunities.	4	2.75	1.5	0
a. 3. c. Provides goals for the Academic component of the project design. Establishes benchmark(s) with measurable outcomes that are related to the goal(s) of the project design.	4	2.75	1.5	0
a. 3. d. Includes a workforce program utilizing New York's Career Plan aligned with IHE's (applicant) plan for social and economic development and New York State's Regional Economic Development Council.	3	2	1	0
a. 3. e. Develops and integrates Personal Learning Plans (PLP) to assist students in the development of a multi-year plan which identifies the student's individual educational and career goals.	3	2	1	0
a. 3. f. Integrates activities related to leadership and civic duty with a systematic focus on academic skill standards. Relates the relevance of these activities to improving academic performance and retention in school.	3	2	1	0
a. 3. g. Describes the case management system that will be utilized, specifying all evidence based modalities and service referrals and how it integrates with the overall goal of the project. Includes personal counseling, family counseling, and home visit services.	4	2.75	1.5	0
a. 3. h. Provides a goal statement and provides a plan to follow-up with project participants throughout secondary school and for a full 12 months following project separation, graduation or earning a high school	3	2	1	0

equivalency diploma				
a. 3. i. Provides goals for the parent engagement component and describes the parent engagement program that involves the parent in the educational decision-making processes of the children and partner schools. The plan demonstrates the services to help parents and families.	3	2	1	0
a. 3. j. Provides a goal(s) for the professional development program. Describes the project's professional development process for LPP staff who have direct responsibility for promoting quality programming to students. The process includes regional and statewide LPP coordinating activities.	3	2	1	0
b. Demonstrates and explains the model for service provision based upon the prevailing research (e.g. peer-reviewed journal) and best practices in the field (e.g. qualitative research review).	4	2.75	1.5	0

Comments: Score ( ) out of 45

Total Score, Technical Criteria: ( ) out of 75

Budget

	Good	Fair	Poor	N/F
Budget [25 points]				
1. Describes the commitment of resources for the project.	5	3.5	2	0
2. Demonstrates sound fiscal management and oversight of the LPP project and verifies the project director as the primary person responsible for project expenditures.	5	3.5	2	0
3. The LPP Composite Summary, included as Appendix 5, provides an itemized listing of the sources of additional funding or in-kind matching services or resources, and the amount of any matching funds and their source. It describes in detail the uses of matching funds.	21% +	11%-20%	1%-10%	No Match=0%
	4	2.75	1.5	0
4. Describes the purpose of the allocation of funds to each budget category of the FS-10 Budget Form. In particular, describing how Purchased Services are linked to the objectives and activities of the project. The FS-10 budget is consistent with the Budget Narrative.	5	3.5	2	0
5. Demonstrates that expenditures are reasonable and are primarily targeted to the provision of direct services to students by the partnership institutions.	6	4	2	0
Number of Students Served (from application cover page)				
Total Budget Requested (from application cover page)				

Comments:	Score ( ) out of 25

Scoring

Technical Criteria Score (Out of 75)	
Budget Score (Out of 25)	
Total	

Total Application Score _____

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through John B. King, Jr., Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix Al.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

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).

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 State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

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

13. <u>CONFLICTING TERMS</u>. 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. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. 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. <u>NO ARBITRATION</u>. 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. <u>SERVICE OF PROCESS</u>. 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. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. <u>MACBRIDE FAIR EMPLOYMENT PRINCIPLES</u>. 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. <u>OMNIBUS PROCUREMENT ACT OF 1992</u>. It is the policy of New York State to maximize opportunities for the

participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

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

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

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

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

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

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State. (December 2011)

APPENDIX A-1 G General

A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.

B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at http:/www.nysed.gov/cafe/.

C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

D. Variations in each budget category in Appendix B which exceed ten percent (10%) of such category must receive the approval of the Commissioner of Education and the Office of the State Comptroller.

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.

Appendix 1 – Vendor Responsibility Questionnaire

Check one of the following:

☐ My organization has filed its Vendor Responsibility Questionnaire online via the New York State VendRep System and that the current questionnaire was certified within the past six months.

☐ I am including a completed paper copy of the Vendor Responsibility Questionnaire with the bid proposal.

☐ My entity is exempt based on the OSC listing.

☐ Other, explanation:

Name of Applicant:_____

Signature:_____

Print Name:_____

Title:_____

Appendix 2

SAMPLE PARTNERSHIP AGREEMENT

Applicants must develop their own agreements. Failure to submit customized Partnership Agreement(s) will be an indicator that the required collaboration did not occur. The following sample is to assist you in the development of your agreements.

Partnership Agreement

The _____ and _____
(Name of Applicant) (Name(s) of Partnering Agencies)

agree to assume and perform the following roles and responsibilities in the administration of the Liberty Partnerships Program during the 2012-2017 funding cycle. The goal of this program is to provide a Liberty Partnerships Program of the highest quality for the participating students.

The partnership agreement is comprised of three sections:

- Joint Responsibilities of the Applicant and Partnering Agencies
- Responsibilities of the Partnering Agencies
- Responsibilities of the School

I. Joint Responsibilities of the Applicant and Partnering Agencies

1. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, field trips, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.

2. Structure and facilitate meaningful communication between the school staff and the Liberty Partnerships Program. Provide on-going opportunities for school staff and Liberty Partnerships' staff to plan, coordinate, and integrate curricular areas with school activities.

3. Hold regularly scheduled meetings between the staff of the partnering agencies and school principal, as well as other appropriate personnel, to discuss all issues pertaining to the Liberty Partnerships Program. Issues would include, but not be limited to, staff performance, effectiveness of program features, student development, and other issues of program evaluation.

4. Develop mechanisms and opportunities to communicate on a regular basis with both the Parents' Association and the family members of the program's students, including information regarding school day and after-school program that is accessible in a public space.

5. Recruit, select, and enroll student participants in the Liberty Partnerships Program and disseminate procedural information widely.

II. Responsibilities of the Partnering Agencies

1. Communicate and provide information to the lead applicant about the Liberty Partnerships Program through regularly scheduled meetings.

2. If applicable, recruit, hire, and train all program staff in cooperation with the school. The school principal and/or his/her designee will participate in the selection of the full time person responsible for the program.

3. Manage the day-to-day operations of the program and notify the lead applicant of any problems, issues, and concerns in a timely fashion.

4. Track student enrollment and attendance and provide that information to the lead applicant on at least a monthly basis.

5. Invite designated school staff to attend staff meetings.

6. Attend school staff meetings as determined by the lead applicant.

7. Make staff available for in-service training throughout the school year and arrange for appropriate substitute coverage.

8. Work cooperatively with the research and evaluation component of the Liberty Partnerships Program.

9. Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after-school program, and keeping the spaces used by the after-school program clean. Equipment will be inventoried and labeled.

10. Ensure that all applicable local and state requirements for staff clearances are met.

11. Develop protocol for emergency notification of parents and/or guardians.

12. Establish procedures for the safe-keeping and safe transport of children after program hours.

13. Ensure that there are staff on-site during program hours trained in first aid, CPR and medical emergencies.

14. Maintain appropriate insurance coverage.

15. Provide the lead Liberty Partnerships Program with all appropriate and requested financial information and reports in a timely fashion.

III. Responsibilities of the School

1. Work cooperatively with the Liberty Partnerships Program and the independent evaluator. Information requested by evaluators is to be provided in a timely manner. This may include, but not be limited to, sharing school profiles and all relevant data available in the public domain. In addition, test scores, grades, attendance, etc. will be provided with full protection of the rights of the students and within the regulations of the school system.

2. If the program is school based, assure the availability of clean spaces for the after-school program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space.

3. Supply adequate and appropriate storage space for the after-school program's materials and equipment.

4. Facilitate the provision of full custodial services at no cost.

5. Identify and organize appropriate security for the after-school program.

Agreed on this day, _____, by
(Month/day/year)

_____ _____
(Name of Partnering Agency) (Signature of Executive Director)

_____-- _____
(Name of Partnering Agency) (Signature of Executive Director)

_____ _____
(Name of School District) (Signature of District Superintendent)

(You may add more signatures as appropriate.)

Appendix 3 – Durable Goods Inventory

Institution Name	
Director Name / Date	**Direct Supervisor Name / Date**
Phone #	**Phone #**
Email	**Email**

Please Note: All goods purchased with LPP funds are the property of the State and shall be returned to the Department if the LPP program is discontinued.

Property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE. For purposes of this form please list electronic items, furniture, musical instruments, durable goods, etc that have been purchased for the current funding cycle.

#	Item/Model	Quantity	Serial #	Vendor	Invoice #	Total Cost $
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Appendix 4 – Collaborating Agency Forms
Form 1 - IHE

List all IHE Degree Programs providing service to LPP
Insert additional rows if necessary

Line No.	Degree Program	Primary Contact for Planning & Implementation of Service, number & email	Role/Description of Service
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Appendix 4 – Collaborating Agency Forms
Form 2 – Partner Schools

List LEAs in the LPP
Insert additional rows if necessary

** SIIS - schools in improvement status; PLAS - persistently lowest achieving schools, SURR-schools under registration review, GS - School in good standing.

Line No.	Name and Address of School or GED Program	School Building BEDS Code Example: 000000-00-0000	Primary Contact Representing LEA for LPP Planning & Implementation # & email	School Building Total Population	# of LPP students to be served	Grade levels to be served	School Building Math/ELA Score	School Graduation Rate	Is this school high poverty?	Is this school classified under SINI/PLA/SURR? (List all applicable)	Does this school have high concentrations of English language learners (as defined by numbers that are above the State average)? (Yes/No and the %)	Does this school have high concentrations of student with disabilities (as defined by numbers that are above the State average)? (Yes/No and the %)
1	Sample: SCHOOL X	123456-23-7894	David Small, 456-789-1256, dsmall@schooly.edu	800	100	10,11,12		65%	Yes	SURR	Yes, 11%	No
2												
3												
4												
5												
	Continue as needed for additional partner schools											

Appendix 4 – Collaborating Agency Forms
Form 3 – Partner Organizations

List all partner organizations providing services

Insert additional rows if necessary

NOTE: An individual, agency, organization or other entity that only provides services is considered to be a vendor, not a partner, and would not require a Partnership Agreement. Comprehensively describe the primary partners that are involved in planning and implementing of the project

* Partner Organization Code: (1) Local government agency; (2) College/university; (3) Community Based Organization; (4) Business; (5) Professional organizations and associations; (6) Other.

Line No.	Name and Address of Partner Organization	Primary Contact Representing Organization for LPP Planning & Implementation # & email	*Organization Code	Partnership Agreement		Role of the Partner/Description of Service
				Yes	No	
1						
2						
3						
4						
5						
6						
7						
	Continue as needed for additional partner organizations					

Appendix 5 – LPP Composite Summary

LPP Composite Summary

The figures to be entered in the LPP column (1) on lines with the FS-10 number codes must correspond to the totals reported for eac
category on the FS-10 form. LPP Indirect cost (column 1) equals a maximum 8% of SUBTOTAL (Line 7).

ROUND CENTS TO THE NEAREST DOLLAR

Line No.	Expenditure Category	Code	LPP (1)	Institution (2)	Other Sources (3)
1	**Salaries for Professional Personnel**	15			
2	**Salaries for Non-Professional Personnel**	16			
	a. Clerical/Secretarial				
	b. Student Assistants				
	c. Other				
3	**Purchased Services**	40			
4	**Supplies & Materials**	45			
	a. Instructional				
	b. Other				
5	**Travel Expenses**	46			
	a. Student/Programmatic				
	b. Staff/Administrative				
6	**Employee Benefits**	80			
	a. Professional				
	b. Clerical/Secretarial				
	c. Student Assistants				
	d. Other				
7	**SUBTOTAL (of Lines 1-6)**				
8	**Indirect Cost***	90			
9	**BOCES Services**	49			
10	**Minor Remodeling**	30			
11	**Equipment**	20			
12	**GRAND TOTAL (Lines 7-11)**				
	Number of Students Served				
	Cost Per Student				

DEFINITIONS

- **At Risk:** someone who is unlikely to graduate on schedule with both the skills and self-esteem necessary to exercise meaningful options in the areas of work, leisure, culture, civic affairs, and inter/intrapersonal relationships
- **High Poverty Index:** a school in which at least 50 percent of students are eligible for free or reduced-price lunches under the Richard B. Russell National School Lunch Act or in which at least 50 percent of students are from low-income families as determined using one of the criteria specified under section 1113 (a) (5) of the Elementary and Secondary Education Act (ESEA).
- **Violent and Disruptive Incidents**
- **Child Count Data**
  http://www.p12.nysed.gov/nclb/allocations/1112/childcountfinal.html
- **Rural Schools**
- **IHE or Institution of Higher Education:** solely for the purposes of this RFP, is defined as
  - i. an institution of higher education as defined in Education Law §50.1;
  - ii. an education corporation as defined in Education Law §216-a;
  - iii. a corporation having an educational purpose that is formed under the Not-for-Profit Corporation Law or the Business Corporation Law with the consent of the Commissioner pursuant to Education Law §216 ("§216 Consent");
  - iv. a Limited Liability Company having an educational purpose that is formed under the Limited Liability Company Law with § 216 Consent;
  - v. institutions that meet the Regulations of the Commissioner of Education in sections §52.1 and §52.21; or
  - vi. IHE that is based in New York State

- **LEA or Local Education Agency:** for purposes of this RFP LEA is defined as public school districts, private schools and charter schools.
- **LPP Venues:**
  - i. School-based Model: LPP services are (a) inserted into the regular school day; (b) as part of the extended-day schedule; or (c) as a component of a structured afterschool enterprise.
  - ii. Campus-based Model: LPP services are delivered on the college campus through after-school, weekend and summer programming.

iii. Community-based Model: LPP services are offered through neighborhood settings and may be implemented at not-for- profit agencies, local businesses, or churches.

iv. Hybrid Models: Individual LPPs may offer services through multiple venues.

- **Case Management:** a service delivery approach; a collaborative process of assessment, planning, facilitation and advocacy for options and services to meet an individual's holistic needs through communication and available resources to promote quality cost-effective outcomes.
- **(PLP) Personal Learning Plan:** an approach for students that incorporate their strengths, weaknesses, and personal aspirations in making their schooling experience more relevant to their lives and ultimately more academically successful.
- **Partnership:** signifies meaningful involvement in the planning, implementation, and delivery of the project.
- **Vendor:** An individual, agency, organization or other entity that only provides services and is not involved in planning.
- **Instructional Purposes:** The act and practice of providing instruction to program participants
- **Durable Goods:** Electronic items, furniture, musical instruments, etc
- **Applicant of Record:** Is the IHE with primary responsibility for the programmatic and fiscal accountability for LPP funds endorsed by the Chief Administrative Officer.
- **Certified Teacher:** a teacher who holds a state teaching certificate appropriate to his/her teaching position, including the subject area in which employed.
- **Student Persistence:** whether the student was retained at the partner LEA or transfers under positive circumstances, and stayed on a persistence track toward completion of a diploma or a high school equivalency diploma.
- **Dropout Rate:** the number of students who dropout annually divided by the number of students who entered the partner LEA annually.
- **Student Enrollment:** the number of students enrolled to receive services in the project