

SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL PARTNERSHIP
SCHOOLS -- Cohort 2
GC#10-012

ANNOUNCEMENT OF FUNDING OPPORTUNITY

Purpose/Goal	To increase high school graduation rates of high need students and increase their participation in postsecondary education through a network of Early College High School Partnerships in New York State.
Project Description	Through the creation of Early College High Schools consisting of partnerships between Local Education Agencies (LEAs) ¹ and eligible institutions of higher education (IHEs) ² , at risk, disadvantaged students in Grades 9-12, will be provided rigorous college courses which will be used to both receive college credit and to meet the high school graduation/Regents diploma requirements.
Eligible Applicants	LEAs (Public school districts and public charter schools, especially high needs schools) ³ , and All public, private, proprietary and independent degree-granting colleges and universities (IHEs) whose programs are registered with the New York State Education Department.
Funding	Source: State of New York Estimated Funds Available: \$5,500,000 Estimated Number of Awards: 12-14 awards Estimated Size of Awards: \$200,000 to \$450,000 over 3 years and 5 months, based on a regional distribution of funding.

Subcontracting Limit	Subcontracting will be limited to twenty-five percent (25%) of the annual contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. The fiscal agent must provide at least 50% of direct program services. Services provided by any identified partners (LEAs and/or IHEs) are
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¹For the purposes of this RFP, NYSED is defining LEAs as public school districts and public charter schools within New York State.

² IHEs are public (SUNY/CUNY), independent or proprietary colleges and universities in New York State.

³ High needs schools include Schools in Improvement Status (SIIS), Schools under Registration Review (SRR), and Persistently Lowest Achieving Schools (PLAS).

	not subject to the 25% limitation. Only services provided by collaborators such as community-based organizations (CBOs) and local businesses will be subject to the 25% limitation.	
Application Deadline	Submit one (1) original and four (4) copies and include the budget pages in a separate envelope marked "Do Not Open." Applications must be postmarked or hand-delivered by January 28, 2011 and mailed to: New York State Education Department Contract Administration Unit 89 Washington Ave., Rm. EB505 W Albany, NY 12110	Successful applicants will be informed by: Letter
Project Period:	April 1, 2011 – August 31, 2014	
Planning year begins	April 1, 2011	
2nd Cohort of Smart Scholars Students enter ECHS	September 2011	
Bidders Conference by Webinar	The NYSED will host a Bidders Conference by Webinar on January 4, 2011 from 10AM – 12PM. Questions may be submitted prior to the Bidders Conference by December 30, 2010. To reserve a spot in the webinar, send an e-mail by December 30, 2010 to: SMARTSCHOLARSRFP@mail.nysed.gov , Subject: Bidders Webinar Reservation. All interested bidders should consider attending this webinar. A brief presentation will be made, followed by a question and answer period. The webinar will be recorded and posted to http://www.highered.nysed.gov/ss/rfp by January 5, 2011.	
Additional Information	Questions about this RFP should be sent to the e-mail address identified below. Questions must be received no later than January 6, 2011. Questions and Answers will be posted at http://www.highered.nysed.gov/ss/rfp by January 13, 2011.	
SED Contacts	Name: Evelyn Maclutsky	E-mail: SMARTSCHOLARSRFP@mail.nysed.gov

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SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL PARTNERSHIP SCHOOLS –Cohort 2

APPLICATION GUIDANCE

Program Background

Through this Request for Proposal (RFP), the New York State Education Department (NYSED) seeks to identify Local Education Agencies (LEAs), especially those serving “high need” students in “high needs” schools and two and/or four year Institutions of Higher Education (IHEs) that are committed to the rigorous work required to redesign a number of high schools in partnerships with one another. Community-based organizations (CBOs) serving high need communities are also encouraged to participate in the Smart Scholars Early College High School (ECHS) program in support of the partnerships between the schools and the colleges, as are New York State local businesses. However, neither of these two types of organizations is eligible to apply as a lead or partner agency under this RFP.

Over a four-year period, which began in 2009 with private funding, it is anticipated that \$12,000,000 will have been allocated for the completed ECHS program. The initial infusion of \$6,000,000 in private funding supported 11 partnership ECHS schools and the technical support of the Intermediary for the first cohort of students.

For this RFP, the State Education Department (SED) anticipates an additional \$6,000,000 in State funding to support a second cohort of Smart Scholars partnerships. A typical award may range from \$200,000 to \$450,000, to be disbursed over three years and five months (10% during the 5-month planning phase, 30% during each subsequent year). The amount of the award is contingent on a regional distribution of the funding based on the Regents Higher Education Regions (see Regional Distribution of Awards section) and the number of successful proposals within each region. Approximately twelve to fourteen (12-14) contracts will result from this RFP, with an expected start date of April 1, 2011 for a planning phase. The ECHSs will open with the second cohort of students in September 2011.

Of the total \$6 million to be appropriated, \$500,000 is reserved for the Intermediary. Each funded partnership is required to work with the statewide intermediary organization that will provide technical assistance to the developing Smart Scholars ECHS partnerships.

Each Smart Scholars ECHS partnership will be designed to provide an accelerated program of study in which students complete a high school diploma while earning at least 20 college credits. The state-wide purposes of the Smart Scholars Early College High School Program are to increase high school graduation rates and the number of

students who complete a postsecondary credential or degree, especially among groups of students in **high needs schools** who traditionally attend college at disproportionately low rates. Bonus points will be awarded to proposals in which one of the ECHS partners is a **high needs school**, as noted the “**Eligibility- Definitions**” and “**Technical Criteria**” sections to follow.

Statewide Intermediary:

The intermediary will coordinate much of the work of the selected Smart Scholars ECHS partnerships, and will assist them in establishing successful high schools. The statewide intermediary will be a research and consulting organization that has demonstrated technical experience within an early college high school context and in the recruitment of highly qualified educators and personnel; can provide academic support related to college readiness; can guide curriculum development for both the IHE and the LEA; and possesses significant, documented skill in developing, implementing and evaluating educational assessment tools. The statewide intermediary will also promote best practices across the schools, coordinate statewide leadership and training opportunities, and will import and translate best practices from other states.

Program Purpose/Goal:

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

- High need students in Grades 9-12, primarily from high needs schools, will be provided college courses which will be used to both receive college credit and to meet the high school graduation/Regents diploma requirements. A significant number of courses and activities should be conducted on the partnering IHEs campus, and to the extent practicable, to promote a college-going culture among the cohort of Smart Scholars.
- High need students, who are at-risk, including those students with disabilities, may be identified as early as the 6th grade and will be provided additional academic and social support to ensure that, when they reach their 9th – 12th grade in high school, they are at grade level and ready to participate in rigorous collegiate courses offered in the Smart Scholars ECHS.
- The Smart Scholars ECHS partnerships will ensure that these college courses are non-remedial, rigorous, use the same syllabi and are assessed by the same tools used for traditional students matriculated at the IHE.

The Smart Scholars Early College High School Program will target a number of ECHS and participating high need students determined by the number of applicants and successful awards. Funds will be used for each of the four (4) years the contracts are in effect for students who:

- Have been identified as academically at-risk for not successfully completing high school or not succeeding in college
- Belong to populations that have historically not had access to or success in higher education
- May be identified as early as grade 6 to receive extensive support to achieve college-readiness by grade 9-12
- Do not have the financial resources to fully fund an Associate or Baccalaureate degree without tuition assistance
- Are in attendance at “high needs” schools that have been identified in the State’s accountability system in the definitions below.

Mandatory Requirements:

Applicants must certify that they agree to the following in order to participate in this grant opportunity:

- Students will be able to earn a minimum of 20 college credits by the time they graduate from the ECHS.
- College credits earned are transferable as defined in completed or “in development” articulation agreements between the LEA and the IHE. Signed Letters of Intent to establish articulation agreements are acceptable in lieu of a completed agreement. This need not be a separate agreement. The general Memorandum of Understanding (MOU) developed by applicants may also include an articulation component.
- Smart Scholars ECHS Partnerships must identify strategies and/or collaborative endeavors designed to seek financial stability for the long-term operation of the Smart Scholars ECHS, beyond the life of the grant.
- To implement a Smart Scholars Early College High School, executed MOUs, those “in development” or Letters of Intent establishing roles and responsibilities between the LEA and IHE must accompany the proposal.
- The proposal must include the **cost per pupil**, which varies throughout the regions of the State. This cost must be used in developing the cost proposal (Budget, Form FS-10). See separate **Attachment 1**.

Meeting terms of Mandatory Requirements. Please sign the agreement found in **Attachment 3** of this RFP document and return it in the application package along with the other required documents.

Eligibility- Definitions:

- **Eligible Local Education Agency (LEA):** For the purposes of this RFP, an eligible LEA is a public high school or a public charter school. Preference will be

given to schools classified as “high needs schools”, which include Schools under Registration Review (SURR), Persistently Lowest Achieving Schools (PLAS), and Schools in Improvement Status (SIIS). Listings of the 647 eligible high needs schools may be found at the following links:

- Schools Under Registration Review
(http://www.p12.nysed.gov/accountability/APA/SURR/SURR_home.html)
- Schools identified as Persistently Lowest Achieving
(<http://www.p12.nysed.gov/irs/accountability/LowAchieve/2009/PLASchools-d3tod6.pdf>)
- Schools designated as Schools in Improvement Status
(<http://www.p12.nysed.gov/irs/accountability/designations/home.html>)

- **Eligible Institution of Higher Education (IHE):** An eligible IHE is a New York State, two- or four-year college or university that is:
 - 1) Recognized by the United States Department of Education (USDE),
 - 2) Accredited by an appropriate accrediting body, and
 - 3) Offers academic programs registered by the New York State Education Department, Office of College and University Evaluation,
<http://www.highered.nysed.gov/ocue/>.
- **Existing Early College High Schools:** New York State has a number of existing early college high schools. The fiscal agent of the existing program is eligible to respond to this RFP. However, grant applications must propose new or expanded levels of service, including, but not limited to, the development of demonstration sites that communicate best practices, or an expansion in the number of students served. Furthermore, this RFP allows these schools to collaborate with community-based organizations and local businesses as applicable.
- **Eligible High Need Student Target Population:** Eligible students are those who attend a high needs school as determined in the state’s accountability system and students who attend a non-high needs school that are English language learners, children of recent immigrants, first generation college goers or children with disabilities, or who qualify for the federal free or reduced-price lunch program.
- **Memorandum of Understanding (MOU):** An MOU is a written document or agreement between the LEA and the IHE that delineates all roles and responsibilities to which the parties will commit in the contract resulting from this RFP. (See sample provided in **Attachment 2**. The sample is only a guide.)
- **Eligible Partnerships:** An eligible partnership is defined through a signed MOU, MOU in development or Letter of Intent as a formal partnership between one or more local education agencies (LEAs), and one or more institutions of higher education (IHEs). Regional consortia are eligible to

participate in the Smart Scholars ECHS program. An eligible partnership may also include as collaborators a local 501(c) 3 community-based organization (CBO) or a New York State business. However neither of these two types of entities is eligible to apply as a lead agency or partner under this RFP. Both CBOs and business are subject to the 25% subcontracting limitation.

Collaborators

- **Community-based organization (CBO):** An eligible CBO will be a private non-profit 501(c)3 organization which is representative of a community or significant segments of a community and which provides educational or other related basic human services to individuals in the community. CBOs are encouraged to participate in Smart Scholars ECHS partnerships but cannot be an applicant to the RFP, since they are not authorized to award college credit in New York State.
- **Local businesses:** A local business organization may collaborate with a Smart Scholars partnership to provide opportunities such as internships to an early college high school. As with the case for CBOs, these entities cannot be applicants for the RFP, because they are not authorized to award college credit in New York State.

NYSED CONSORTIUM POLICY

Smart Scholars ECHS applicants/participants can form a partnership or consortium to apply for funds under GC #10-012. In order to do so, the partnership or consortium must meet the following requirements:

The partnership or consortium must designate one of the applicants/participants to serve as the applicant and fiscal agent for the grant. The applicant agency must be an eligible applicant as defined in this RFP. All other consortium members must be eligible participants as well, per the definition provided in this RFP (See **Eligibility: Definitions**). In the event a contract is awarded to a partnership/consortium, the contract will be prepared in the name of the applicant agency/fiscal agent, not the partnership/consortium, since the group may not be a legal entity.

Furthermore:

The applicant agency/fiscal agent must meet the following requirements:

1. Must receive and administer the grant funds and submit the required reports to account for the use of contract funds.
2. Must require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide (See **Eligibility: Definitions**, and **Attachment 2**, Memorandum of Understanding).

3. Must be an active member of the partnership/consortium.
4. Cannot act as a flow-through for contract funds to pass to other recipients. NYSED has established 50% of direct services be provided by the fiscal agent for this grant program.
5. Is PROHIBITED from sub-granting contract funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners, collaborators, or consultants to provide services that the fiscal agent cannot provide itself.
6. Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each plan to participate will be accomplished.

Note: All entities are required to go through the contract process. **Any agency that has not previously received funding with the State Education Department must complete and submit a [Payee Information Form](#) - Attachment 4).**

Priority Activities That Can Earn Bonus Points:

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

- The partnership includes a high needs school. (See definition of “high needs schools” in **Eligibility-Definitions** section of this RFP.)
- The curriculum includes a STEM or CTE focus.

STEM or CTE Focus:

This initiative recognizes the value of infusing a strong STEM (Science, Technology, Engineering and Mathematics) or CTE (Career and Technical Education) focus throughout the ECHS curricula. The focus on STEM or CTE curricula will afford high need students with opportunities to prepare for and pursue high performance, high-growth jobs in critical areas of the State’s economy. Bonus points will be awarded to proposals that incorporate a STEM or CTE focus into their ECHS curriculum.

Location of ECHS:

The national Early College High School Initiative (<http://www.earlycolleges.org/overview.html>) has found that the experience of attending classes and other activities on a college campus significantly contributes to developing

students' identity as college goers. They refer to this phenomenon as “the power of place”. NYSED encourages applicants to hold a significant number of classes and/or activities on the partner IHE campus. The Proposal Evaluation Rubric (Attachment 5) awards additional points if the ECHS is located on the college campus.

Allowable Activities and Costs:

The course of creating a new Smart Scholars ECHS generally evolves in two distinct phases: Pre-Opening and Implementation. Fundable activities in each phase of this process include:

a. Pre-Opening Planning Phase

- Hiring a Smart Scholars program director/leader/principal
- Establishing a staffing plan and hiring staff
- Developing a budget and business plan
- Establishing a suitable site/facility for the school
- Writing a detailed Memorandum of Understanding with the IHE, including transfer of earned credits to the IHE partner.
- Engaging the LEA and IHE faculty and staff to design an aligned curriculum and standards and a sequence of courses that allow students to earn at least 20 college credits while completing high school and required Regents exams
- Conducting outreach activities to and education of staff and families at middle and elementary schools
- Conducting outreach activities to community-based organizations seeking support, and in recruiting students at risk of not completing high school or going on to postsecondary education
- Planning student recruitment and selection criteria and strategies consistent with the goals of this initiative
- Coordinating high school and college faculty, support services, calendars, and transportation and establishing on-going governance structures
- Developing assessment tools and instruments under the guidance of the statewide intermediary. This will include a plan for using results of the

assessment process to evaluate student college-readiness, student outcomes and program success, as well as improvements needed, and to refine the assessment model throughout the progressive development of the Smart Scholars ECHS

- o Developing a college going culture

b. *Implementation Phase:* Successful partnerships serve their initial class of students, adding additional classes each year. Successful partnerships will provide:

- o Academic and social support services (e.g. counseling staff, advisors)
- o Support for college-high school partnership liaisons who oversee joint planning with the LEA and support the Smart Scholars Early College High School director's/leader's/principal's coordination with the IHE
- o Data collection, sharing, reporting, and evaluation
- o Student recruitment and community education and engagement
- o Joint professional development for high school and college faculty
- o School design and planning team activities (e.g. curriculum development)
- o Travel and fees for relevant professional development opportunities, including partnership representatives' meetings in Albany
- o Providing transportation of students to the partnering IHE to attend college level courses and activities
- o College tuition, books, fees

Indirect Costs:

School Districts and NYC Department of Education – use the current restricted indirect cost rate. Charter Schools - Use the rate of 2.7%; however, schools may apply for a higher rate, up to 8%, by completing the FS-87-R forms which are available by contacting Grants Finance directly.

Colleges and Universities - These agencies continue to use an 8% rate.

If you have questions about indirect costs or the rates, please contact Grants Finance by emailing grantsweb@mail.nysed.gov or calling (518) 474-4815.

Electronic Processing of Payments

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

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, the Department 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/documents/vrdocrules.pdf>.

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete and submit a paper questionnaire. 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>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Entities' Responsibility:

Projects must operate under the jurisdiction of the local board of education or other appropriate governing body and are subject to at least the same degree of accountability as all other expenditures of the local agency. The local board of education or other appropriate governing body is responsible for the proper disbursement of, and accounting for, project funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations, and inventory control must be followed. Supporting or source documents are required for all grant related transactions entered into the local agency's recordkeeping system. Source

documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time & effort records, delivery receipts, vendor invoices, travel documentation and payment documents, including check stubs.

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

Required Reports:

Recipients of multi-year discretionary grants must submit a mid-year and an annual performance report for each year funding has been approved in order to receive a continuation award. The performance reports should demonstrate that substantial progress has been made toward meeting the project goals and the program performance indicators. Additional information about these reports will be distributed to the successful bidders along with the initial contract documents.

Records Retention:

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

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APPLICATION INSTRUCTIONS

Please adhere to the following instructions or your application will **not** be considered for review.

Required Signature(s)

The original signature of the Chief School Administrator/Officer must appear on the Application Cover Page and on the final sheet of the Cost Proposal, FS-10, both in BLUE INK.

Partnership Applicant(s) (if applicable)

Applicant information for all partner agencies must be provided. Please make multiple copies of the Application Cover Page to document all partner agencies.

Type of Applicant and Special Population (if applicable)

Please check the applicable box to denote the type of applicant. Also, check the appropriate box that applies to the special population to be served.

Number of Copies

Please submit one original and four (4) copies of the complete proposal to the address provided on the Application Cover Page.

Due Date

Applicants are responsible for making sure the application package is complete and sent so that the Department receives the package by the postmark due date of January 28, 2011.

Checklist

Please use the Application Checklist to ensure that you send a complete application package. Incomplete applications will not be considered for review.

Page Limits and Standards:

You must limit the project narrative to no more than twenty-five (25) pages and use the following standards:

-A page is 8.5" x 11" (on one side only) with one-inch margins (top, bottom, and sides). Charts/tables are not required to adhere to this standard.

-Single space all text in the application narrative; double space between titles, headings, footnotes, quotations, references, and captions, as well as all text in charts, figures, and graphs.

-Use a Times Roman or Arial font in a 12-point size

We will reject any application if:

You apply these standards and exceed the page limit; or

You apply other standards and exceed the equivalent of the page limit.

Proposed Budget (FS-10)

The applicant must complete the FS-10 Budget Form and include a budget narrative for each category of expenditure that is required for the grant (Professional Salaries, Support Staff Salaries, Purchased Services, Supplies and Materials, Travel Expenses, Employee Benefits, Indirect Cost, BOCES Services, Minor Remodeling, and Equipment). The narrative should include sufficient detail to allow reviewers to understand what the funds will be used for and the relationship between the proposed expenditures and project activities and goals.

Information about the categories of expenditures, general information on allowable costs and applicable federal costs principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](#) (Refer to the Application Guidance for additional specific requirements and information about the allowable and non-allowable activities for the program.)

Each FS-10 budget should include the applicant name and the title of the grant. Although the grant award period is for three years and five months (April 1, 2011 to August 31, 2014), applicants should submit a FS-10 form for the initial project period – the planning phase of April 1, 2011 to August 31, 2011 – AND the first year of implementation – September 1, 2011 to August 31, 2012. The project years and funding amounts will be as follows:

Year 1	April 1, 2011 through August 31, 2011	(10% of grant award)
Year 2	September 1, 2011 through August 31, 2012	(30% of grant award)
Year 3	September 1, 2012 through August 31, 2013	(30% of grant award)
Year 4	September 1, 2013 through August 31, 2014	(30% of grant award)

Program office staff will review budgets and eliminate any items that are deemed non-allowable or inappropriate. Any non-allowable and/or inappropriate expenditures will be subtracted from the grant budget and points will be deducted from the budget evaluation score. Applicants will not have the opportunity to revise their budgets for the full amount.

The totals from each of the FS-10 pages must correspond to amounts shown on the Budget Summary Page of the FS-10. Please be sure to check your math.

Only equipment items with a unit cost that equals or exceeds \$5,000 should be included under Equipment, Code 20. Equipment items under \$5,000 should be included under Supplies and Materials, Code 45.

An approved copy of the **FS-10** will be returned by Grants Finance to the contact person at the address completed on page one. A window envelope will be used for the return mailing; please make sure that the contact information is accurate, legible, and confined to the address field. If any modifications are made to the Budget Category Forms, they will be returned to the contact person by the program office.

Cost Per Student Information

A separate Attachment 1 is included to report the estimated students served, the total program cost, and the cost per pupil. This form should be returned with the FS-10 Budget.

Regional Distribution of Awards

The distribution of available funds in each region will be based on the percentage of public high school students enrolled in each of the ten Regents Higher Education Regions, after setting a minimum four-year award amount at \$200,000. This figure is based on an estimate of the minimum amount of funding needed to support the planning and implementation of an early college high school program over four years.

The maximum four-year award is \$450,000 or the amount available in each Region, whichever is lower. Regions with the following percentages of students will be allotted funding as follows:

Regents Higher Education Regions	% of All Public High School Students in NYS	Funding Available for Total Grant Period	Funding for Planning Phase	Funding for Implementation Phase
			Year 1 (10%)	Years 2 – 4 (30%/yr.)
Capital	6%	\$ 319,565	\$ 31,957	\$95,870
Central	5%	\$ 266,304	\$ 26,630	\$79,891

Regents Higher Education Regions	% of All Public High School Students in NYS	Funding Available for Total Grant Period	Funding for Planning Phase	Funding for Implementation Phase
			Year 1 (10%)	Years 2 – 4 (30%/yr.)
Finger Lakes	7%	\$ 372,826	\$37,283	\$111,848
Hudson Valley	13%	\$ 692,391	\$ 69,239	\$207,717
Long Island	17%	\$ 905,435	\$ 90,544	\$271,631
Mohawk Valley	3%	\$ 200,000	\$ 20,000	\$60,000
NYC	37%	\$1,970,652	\$ 197,065	\$591,196
North Country	2%	\$ 200,000	\$ 20,000	\$60,000
Southern Tier	3%	\$ 200,000	\$ 20,000	\$60,000
Western	7%	\$ 372,826	\$ 37,283	\$111,848
Total	100%	\$5,500,000	\$550,000	\$1,650,000

Note: Differences may result due to rounding

Review and Rating of Applications:

An application must receive a final average score of 53 points on the technical section of the proposal to be considered for funding. An explanation of the points assigned to items in the technical section of the proposal is provided in the Proposal Narrative section of this RFP. The Proposal Evaluation Rubric (Attachment 5) is also provided for your information. The scores of the two reviewers will be averaged to obtain the final average score. A third review will be performed if there is a difference of at least twenty

points between the two scores. In cases where a third review is necessary, the three scores will be averaged to obtain the final average score.

Method of Award

The aggregate score of all the criteria listed will be calculated for each proposal received. In the event that more than one proposal obtains the same aggregate score and there are insufficient funds to award all proposals, the contract(s) will be awarded to the proposal(s) with the highest technical score(s) in section A. “Target Population and P-16 Partnership”.

Proposals will be ranked in accordance with the combined technical and cost score for all proposals receiving a minimum score of **53 points for the technical section. This minimum score is 70% of the available 75 points for this section (excluding the bonus points).**

1. Grant contracts will be fully funded and awards made to eligible bidders in rank order, from highest to lowest, within each of the ten Regents Higher Education Regions, based on the funds available for each region, as shown in the section **Regional Distribution of Awards**.
2. If a bidder's total requested award exceeds the remaining available allocation for their region, they may be partially funded at the regional level if the NYSED Program Officer deems the partial award would still allow the program to operate with fiscal viability.
3. Any remaining regional allocations shall be pooled into a statewide allocation which will be distributed to remaining unfunded bidders in rank order of final score. A program may be partially funded at the State level if the NYSED Program Officer deems the partial award would still allow the program to operate with fiscal viability.
4. In the event no bidder within a region submits an application or achieves the minimum score of 53 on the narrative, the State Education Department will allocate unspent funds from that region to unfunded eligible bidders in other regions of the State in rank order of highest scores.
5. Bidders who score below 53 points on the narrative section will not be eligible to receive an award.

THE BUDGET WILL BE REVIEWED IN ACCORDANCE WITH THE FOLLOWING CRITERIA

Financial Criteria: Total Points Allowed (25)

The budget section of the proposal represents 25 points of the overall score and will be awarded points pursuant to a formula that uses the Best Value approach. This calculation will be computed by the Contract Administration Unit upon completion of the final narrative scoring by the New York State Education Department.

The submitted budget will be awarded points pursuant to a formula which awards the highest score of twenty-five (25) points to the budget that reflects the lowest cost per student. The remaining budgets will be awarded points based on a calculation that computes the relative difference of each proposal against the lowest cost per student budget submitted. The resulting percentage is then applied to the maximum point value of twenty-five (25) points.

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.

Contract Award Protest Procedures

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

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

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 505W EB
Albany, NY 12234

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

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

SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL PARTNERSHIP SCHOOLS –Cohort 2

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

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Name:	Contact Person:
Address:	Title:
City: Zip Code:	Telephone:
	Fax:
	E-Mail:
County:	Funding Requested:
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, and that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.	
Authorized Signature (in blue ink)	Title: Chief School/Administrative Officer
Typed Name:	Date:

Submit an original and four [4] copies of the Completed Application,
 postmarked or hand-delivered by January 28, 2011

To:

New York State Education Department
 Contract Administration Unit
 89 Washington Ave., Rm. EB505 W
 Albany, NY 12110

SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL PARTNERSHIP SCHOOLS –Cohort 2

APPLICATION CHECKLIST

Applicant Name:

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

<i>Required Documents</i>	<i>Checked – Applicant</i>	<i>Checked – SED</i>
Application Cover Pages (with original signatures in blue ink)	<input type="checkbox"/>	<input type="checkbox"/>
Completed Grant Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>
Assurances	<input type="checkbox"/>	<input type="checkbox"/>
Part One – Proposal Summary and Narrative	<input type="checkbox"/>	<input type="checkbox"/>
Part Two - Budget Category and Narrative Forms and Budget Summary Form (FS-10) and Attachment 1 Cost Per Student	<input type="checkbox"/>	<input type="checkbox"/>
Part Three – other submission documents-	<input type="checkbox"/>	<input type="checkbox"/>
Memorandum of Understanding (Attachment 2 is provided as an sample only)	<input type="checkbox"/>	<input type="checkbox"/>
Letters of Intent (for support from participating collaborators/partners)	<input type="checkbox"/>	<input type="checkbox"/>
Resumes of key staff (if available)	<input type="checkbox"/>	<input type="checkbox"/>
Signed Mandatory Requirements (Attachment 3)	<input type="checkbox"/>	<input type="checkbox"/>
Payee Information Form (Attachment 4 - for entities that have not previously received funding from the State Education Department)	<input type="checkbox"/>	<input type="checkbox"/>
<p>SED Comments: Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Reviewer: _____ Date: _____</p>		

SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL PARTNERSHIP SCHOOLS –Cohort 2

PART ONE PROPOSAL NARRATIVE

The narrative is the applicant's opportunity to provide a comprehensive description of the proposed project. Be clear, precise and adhere to the following required structure.

Elements of Proposal Narrative

The proposal narrative includes two separate pieces as indicated in A and B below:

A. Proposal Summary: This summary must be limited to a single page. Please note formats and additional information located in the “Application Instructions” section.

B. Proposal Narrative: The narrative must not exceed 25 pages.

Please address these components in the following order:

- **Target Population and P16 Partnership (31-46 points max)**

- 1 Discuss how the Smart Scholars ECHS will serve high need students as defined in this RFP (Definitions, Page 6 of this RFP), and enroll a majority of students who are educationally at risk. This includes those students with disabilities, English language learners, first generation college goers, children of immigrants and students who participate in the federal student lunch program. Explain how students will be identified and recruited for the program. **(5 points max)**

Generally these students will be in grades 9 through 12, although the Smart Scholars ECHS may also serve students in grades 6 through 8 through the provision of additional academic and other supportive services that help to ensure college readiness by the 9th-12th grade. Include plans for service to students in grades 6 - 8, if this is within the mission of the proposed Smart Scholars ECHS.

- 2 Provide the enrollment targets for the Smart Scholars ECHS, serving no more than 100 students per grade level with these grant funds.

- 3 Provide MOUs that are signed or in development, or Letters of Intent that define the roles of each Smart Scholars ECHS partner and that are necessary for the partnership to function properly. Describe the roles and responsibilities of each partner. Provide evidence that the Smart Scholars ECHS is supported by an active partnership between the LEA and the IHE (and CBO or business, if applicable), including the presence of joint decision-making procedures that allow for the planning and implementation of a coherent program across institutions. **(10 points max)**
- 4 Provide confirmation that only accredited colleges and those whose academic programs are registered by the New York State Education Department, Office of College and University Evaluation will award college credit and degrees. This information may be located at <http://www.highered.nysed.gov/ocue/>. **(Mandatory – 0 points)**
- 5 Provide the plans for articulation between the LEAs and partnering IHEs. The plan should include recognition of the goal of the Smart Scholars ECHS program to strengthen articulation between 2- and 4-year institutions so that students who begin collegiate education in 2-year institutions will have the ability to transfer to any New York State 4-year institutions to complete baccalaureate degrees in 4 years. **(10 points max)**
- 6 Provide evidence that demonstrates the long-term financial stability of the Smart Scholars ECHS partnership, to the extent that the LEA and IHE have reached agreement regarding financial support for the Smart Scholars Early College High School. **(4 points max)**
- 7 Demonstrate how the LEA and the IHE will formally engage, on an ongoing basis, important parties to the Smart Scholars ECHS, including but not limited to the program partners, parents, student care givers, school leaders, and other important local community-based organizations and individuals. **(2 points max)**
- 8 **Proposals that provide evidence that the partner LEA is a high needs school will receive 10 or 15 bonus points.** See links provided in the “**Eligibility- Definitions**” section above for lists of New York State “high needs” schools. **(10 bonus points** for Schools in Improvement Status/SIIS; **or 15 bonus points** for Persistently Lowest Achieving Schools/PLAS and Schools under Registration Review/SURR)

- **School Design (6 points)**

- 9 Provide evidence that the Smart Scholars ECHS meets one of the following criteria, and incorporates activities and curricula on a college campus to foster among the students a college going culture:
 - a. The ECHS is located on the IHE partner's campus **(6 points max)**;
 - b. The ECHS is a stand-alone high school campus near the IHE partner's campus **(3 points max)**; or
 - c. The ECHS is a small learning community within a larger high school that is near the IHE partner's campus (where the Smart Scholars ECHS is separated from the larger high school and Smart Scholars ECHS students are a separate cohort with their own teachers, leader, schedule, and curriculum plan). **(3 points max)**

In the instances of b. and c., above, discuss how activities and course content will be held on a college campus, if applicable, instilling in the Smart Scholars students the value and impact of a college going culture. **(2 points max)**

- **Curriculum and Academic Rigor (16 -26 points)**

- 10 Provide evidence of the capacity of the Smart Scholars ECHS partnership to assess the college readiness of each incoming student, based on performance. **(3 points max)**
- 11 Provide the plans for developing a detailed, full-day, multi-year, rigorous curriculum. **(4 points max)**
- 12 **Proposals that provide plans for a STEM curriculum focus will receive 5 bonus points.**
- 13 **Proposals that provide plans for a CTE curriculum focus will receive 5 bonus points.**
- 14 Demonstrate how a student will:
 - a. receive a Regents diploma and an average of 20 or more college credits **(4 points max)**,
 - b. take courses aligned with higher level courses at the partner institution **(2 points max)**, and

- c. be provided pathways to an associate or bachelor's degree **(3 points max)**.

- **Support Structures (10 points max)**

- 15 Provide plans for creating and implementing strategies and activities that foster a distinct college-going culture, such as bridge programs, participation in college activities, or college visits. **(2 points max)**
- 16 Provide plans for creating a personalized learning environment and student academic support services to maximize student success, such as tutoring or mentoring. **(2 points max)**
- 17 Provide plans for social and emotional support services for students, such as advisory structures, personalized learning communities, individual graduation plans, or guidance and counseling. A local 501(c) 3 CBO may participate in this endeavor. **(2 points max)**
- 18 Provide the plans for giving Smart Scholars ECHS students access to IHE facilities, resources, and services, such as university faculty; libraries; science labs; technology and writing centers; artistic, cultural, and sports facilities and activities; and extracurricular activities as appropriate. **(2 points max)**
- 19 Provide evidence of the commitment to substantial parental and community involvement in strategies and activities designed to encourage high school completion and success. **(2 points max)**

- **Staffing and Management (12 points)**

- 20 Provide a job description and plans for recruitment of a principal/school leader/program director who will be dedicated to the Smart Scholars ECHS. **(4 points max)**
- 21 Demonstrate that the P-12 teachers selected to participate in the Smart Scholars ECHS have the appropriate background to deliver college-level courses and the ability to provide accelerated instruction to students at risk of not graduating from high school. **(3 points max)**
- 22 Provide plans for common planning time for Smart Scholars ECHS instructional faculty and other appropriate staff, including school leaders and, when possible, higher-education faculty. **(2 points max)**

- 23 Describe plans for providing Smart Scholars ECHS teachers with support and guidance through teacher mentoring, professional development, and induction programs. Explain how collaboration with higher education faculty will be included in these plans.

(3 points max)

- **Budget (25 points)**

- 24 Remember to include the **FS-10 form** and **Attachment 1 Cost Per Student**, based on the region of the state in which the Smart Scholars ECHS will be located.

Note: The budget should include sufficient funding to support transportation to the partnering IHE if necessary, for the promotion of a college going culture among the students. Include these figures under “Travel” in the Fiscal Form as well as the accompanying budget narrative form.

OTHER REQUIREMENTS

Successful contractors will be responsible for the NYSED requirements found in **Appendices A and A-1G**.

REQUIRED FOR FEDERAL AND STATE DISCRETIONARY GRANT PROGRAMS

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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. Unless exempt by law or the Office of the State Comptroller's policy, 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.

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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
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. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder. **(June 2006)**

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.oms.nysed.gov/cafe/guidance/guidelines.html>.
- 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.

PART TWO

PROPOSED BUDGET FOR A STATE PROJECT (FS-10)

On the following **FS-10 Form**, provide an itemized budget along with a brief narrative of how the requested funds will be used. Describe how the proposed expenditures are appropriate, reasonable and necessary to support the project activities and goals.

Describe how the expenditures and activities are supplemental to and do not supplant or duplicate services currently provided.

Do not assume that reviewers will automatically understand what may seem obvious to you.

Please submit one (1) original budget (blue ink) and four (4) copies of the FS-10, in a separate sealed envelope from the application itself.

APPENDIX B

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
(see instructions for mailing address)

PROPOSED BUDGET FOR A
FEDERAL OR STATE PROJECT
FS-10 (03/10)

Local Agency Information

Funding Source: **NYSED Smart Scholars Early College High School Partnerships – 2nd Cohort**

Report Prepared By:

Grantor Name:

Mailing Address:

Street

City

State

Zip Code

Telephone #: _____ County: _____

E-Mail Address: _____

Project Operation Dates: _____ / _____ / _____
Start End

INSTRUCTIONS

- ❖ **Submit the original budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying. DO NOT submit this form to the Grants Finance.**
- ❖ Enter whole dollar amounts only.
- ❖ Prior approval by means of an approved budget or budget amendment is required for:
 - Personnel positions, number and type
 - Beginning with the 2005-06 budgets, equipment items having a unit value of \$5,000 or more, number and type
 - Budgets for 2004-05 and earlier years equipment items having a unit value of \$1,000 or more, number and type
 - Minor remodeling
 - Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or \$1,000, whichever is greater
 - Any increase in the total budget amount.
- ❖ Certification must be signed (BLUE INK) by Chief Administrative Officer or designee.
- ❖ High quality computer generated reproductions of this form may be used.
- ❖ For changes in agency or payee address contact the State Education Department office indicated on the application instructions for the grant program for which you are applying.
- ❖ For further information on budgeting, please refer to the Fiscal Guidelines for Federal and State Aided Grants which may be accessed at www.oms.nysed.gov/cafe/ or call Grants Finance at (518) 474-4815.

Cost Proposal, cont'd.

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the NYSED. Purchased Services from a BOCES, if other than applicant agency, should be budgeted under Purchased Services with BOCES, Code 49.

SUPPLIES AND MATERIALS: Code 45

40

Cost Proposal, cont'd.

A. Modified Direct Cost Base – Sum of all preceding subtotals (codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding \$25,000 and any flow through funds)

\$ (A)

	% (B)
--	-------

\$ (C)

Description of Services	Name of BOCES	Calculation of Cost	Proposed Expenditure
Subtotal Code 49			

Allowable costs include salaries, associated employee benefits, purchased services, and supplies and materials related to alterations to **existing** sites.

Description of Work To be Performed	Calculation of Cost	Proposed Expenditure
Subtotal – Code 30		

NYS Education Department

SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL –COHORT 2 GC #10-012

Category summary	Code	Project costs
Professional Salaries	15	
Support Staff Salaries	16	
Purchased Services	40	
Supplies and Materials	45	
Travel Expenses	46	
Employee Benefits	80	
Indirect Cost (IC)* (Amount from “C” below)	90	
BOCES Services	49	
Minor Remodeling	30	
Equipment	20	
Grand Total		

*A. Modified Direct Cost Base

B. Approved Restricted IC Rate

C. (A) x (B) = Indirect Cost
(Be sure to put total in Code 90
above)

%

Agency Code

--	--	--	--	--	--	--	--	--	--	--	--

Project #

--	--	--	--	--	--	--	--	--	--	--	--

Contract #

--	--	--	--	--	--	--	--

Agency Name: _____

FOR NYSED USE ONLY

Approved

Funding Dates:

From

To

Program Approval: _____

Date: _____

CHIEF ADMINISTRATOR’S CERTIFICATION

I hereby certify that the requested budget amounts are necessary for the implementation of this project and that this agency is in compliance with applicable Federal and State laws and regulations.

_____/_____/_____
Date Signature (BLUE INK)

_____/_____/_____
Date Print Name

Chief Authorizing Official

Fiscal Year

First Payment

Line #

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

44

Voucher #

First Payment

Cost Proposal, cont'd.

HELPFUL REMINDERS

- ❖ Check for the required number of copies (four [4] complete proposal package sets, with one set including an original signature in Blue Ink.)
- ❖ Be sure to check your math and carry all subtotals forward to the Summary on Page 50. Simple mathematical errors often require Grants Finance to contact both the local agency and other State Education Department offices, resulting in unnecessary delays in program approval. And remember, use whole dollars only.
- ❖ School districts and BOCES should use the restricted indirect cost rate that has been approved for the school year in which the grant will operate. Most other agencies are subject to a fixed maximum rate depending on the grant program and type of agency. Contact Grants Finance at (518) 474-4815 if you have any questions regarding indirect costs.
- ❖ The modified direct cost used in the calculation of indirect cost must exclude equipment, minor remodeling, the portion of each subcontract exceeding \$25,000 and any flow through funds.

Attachment 1
Cost Per Student Data

	Description	Number or Amount
1.	Budgeted Number of Students	
2.	Total Project Costs (from FS-10 from both April 1, 2011-August 31, 2011 AND September 1, 2011 – August 31, 2012)	\$
3.	Cost Per Student (Line 2 / Line 1)	\$

PART THREE OTHER ATTACHMENTS

ATTACHMENT 2

Sample Memorandum of Understanding

(MOU)

MEMORANDUM OF UNDERSTANDING

_____ (Name of ECHS) SMART SCHOLARS
EARLY COLLEGE HIGH SCHOOL

A **MEMORANDUM OF UNDERSTANDING** among (IHE)_____ (herein called “the College”) and the _____ **SCHOOL DISTRICT** (herein called “the School District”), located in _____, New York (herein called the “Partners”) for the creation of _____(Name of ECHS) **SMART SCHOLARS EARLY COLLEGE HIGH SCHOOL** (herein called “ECHS”) under the auspices of the **NEW YORK STATE EDUCATION DEPARTMENT** (herein called “NYSED”) **AND** _____(IHE,). This Memorandum of Understanding is entered into as of **April 1, 2011**. The _____ (IHE or School District) shall act as the **FISCAL AGENT** for this grant and be responsible for the receipt and expenditure of all grant funds, as well as the submission of all program and expenditure reports to NYSED.

The purpose of this agreement is to outline the collaboration of the partners, as listed above, in creating a new four-year high school called _____ **SMART SCHOLARS ECHS**. This program will serve grades 9 – 12, and will provide concurrent enrollment for academic dual high school/college credit courses for high school students for whom transition into postsecondary education may be difficult, and who are considered high

need/very high need in line with the definitions of the **target student population** found in **GC #10-012** and for whom the cost of college is prohibitive, and will provide an opportunity for these individuals to complete a high school diploma while earning a minimum of 20 credit hours towards an Associate's degree and/or baccalaureate degree at no cost. **ECHS** will prepare the students for successful career and educational futures through a full integration of rigorous high school work, college and the world of work, improved academic performance and self-confidence, and increases in both high school and college completion rates.

ECHS will have an enrollment of ____ (number of students) students or fewer while adding a cohort of approximately 100 students entering into grade 9 annually. During their attendance at _____(name of ECHS) **SMART SCHOLARS ECHS**, these students will develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other arenas. All of the students graduating from _____ (name of ECHS) **SMART SCHOLARS ECHS** will enter post-secondary education and/or training with significant advanced standing.

TERM:

The term of this agreement shall commence on April 1, 2011 and will terminate on August 31, 2012, unless renewed or extended by the partners. This agreement may be renewed for two additional one-year periods.

GOVERNANCE:

ECHS established under this agreement will be governed by a Local Advisory Council comprised of representatives of the College and School District and ECHS who meet regularly to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration. ECHS is subject to district, State and federal policies and requirements. The chief administrator of the ECHS will be the principal who will report to

the School District Superintendent. The local Council will be charged with the overall oversight of the ECHS and collaboration with the Smart Scholars Intermediary and NYSED. Its responsibilities will include:

- a) Developing and implementing academic, and professional policy as related to **ECHS**;
- b) Developing and implementing budgets and financial policy as related to **ECHS**;
- c) Supervising the annual evaluation of the program, effectiveness of the collaboration;
- d) Insuring adherence to any State and federal regulations that affect the well being of students enrolled in **ECHS**;
- e) Participating in meetings established through the New York State Education Department and the Smart Scholars Intermediary for purposes of collaboration and information sharing and reportage among the state-wide network of Smart Scholars Early College High Schools. This includes participation in the various subcommittees of the state-wide Smart Scholars ECHS Advisory Council; and
- f) Reviewing, annually, the MOU and suggesting revisions as necessary.

Members of this local Council will include the School District Superintendent or designee, the President of the College or designee, the Principal and Teacher Leader of **ECHS**, on-site Administrators and an elected School District Board Member, teacher representative(s) and parent representative(s). Parent representatives to this council will be elected following the first parent-student meeting of the year through an on-site nomination/ election process. The term of office for the parent representative will be two years.

The council will meet at least quarterly and as often as needed.

(Name of ECHS) _____ **SMART SCHOLARS ECHS** will establish committees to include **ECHS** Program Planning Committee (responsible for partnership development, assessment, and enrollment and financing), Faculty and Staff Professional Development Committee (responsible for recruitment, selection, training and development), Advisement and Curriculum Committee, and other committees as seen necessary. Committees will meet on a monthly basis and as needed. They will discuss implementation issues and make recommendations for changes to policies, practices, and procedures to the on-site administrator for consideration.

HIGH SCHOOL ORGANIZATION AND FACILITIES:

ECHS will organize a program within the School District by its implementation year. Each partner will provide adequate space to meet the needs of the program. As the number of students increases, additional space will be provided to meet these needs. Courses will be conducted at facilities provided by the School District and the College. High school students and all staff will have access to instructional and non-instructional resources available on the College campus. Students and staff will receive a College identification card. The intent of the **PARTNERS** is to eventually hold all classes on the College campus.

PROVISION OF COURSES:

The College will give credit for courses for which Course Articulation Agreements have been approved and such courses shall have been evaluated and approved through the official College curriculum approval process, and shall be at college level. Most activities and classes will occur on the college campus. Partners will establish a learning community that blends high school and college, instilling a college-going culture among their students. **ECHS** students will be required to participate in various activities to include after-school, weekends, Saturday, or summer programs on the college campus. Courses will be rigorous, and include a thorough grounding in STEM curricula.

Upon mutual agreement, the College will assist with registration for all students who are qualified and wish to enroll in college credit courses. **ECHS** students will be required to complete College assessment or placement procedures.

FACULTY AND ADMINISTRATION:

To teach in _____ (name of ECHS) **SMART SCHOLARS ECHS**, instructors must meet State certification requirements in their subject area to teach in the State of New York.

Faculty of _____(name of ECHS) **SMART SCHOLARS ECHS** who meet the requirements necessary to teach courses for the College will be granted “Adjunct Instructor Faculty Status” by the College during their period of employment at _____(name of ECHS) **SMART SCHOLARS ECHS**, and will enjoy the benefits thereof.

Faculty of _____(Name of ECHS) **SMART SCHOLARS ECHS** will be evaluated annually by the partners according to criteria established by the Advisory Council.

The College faculty at _____(Name of ECHS) **SMART SCHOLARS ECHS** will be selected based upon their previous experience and success in teaching freshman courses, developmental and accelerated courses, and dual-enrollment courses.

COURSE COMPLIANCE:

The College is responsible for ensuring college credit bearing courses meet the rigor and standards of their College. The College will designate staff personnel to monitor the quality of instruction in order to assure compliance with the Course Articulation Agreement and the standards established by New York State, the applicable Accrediting body, the College and the School District.

OUTREACH TO THE TARGET POPULATION AND ADMISSION:

To secure the broadest applicant pool possible, each of the partners will begin the **ECHS** recruiting process of qualified eighth grade students at all of the participating districts’

middle schools in January of each year. A recruitment team comprised of the ECHS Director, on-site ECHS administrators and counselors, and staff from the College will spearhead this effort. This process will include:

- a. the establishment of a recruitment web site that will provide recruitment and admission information;
- b. the distribution of recruitment/admission packets to all 7th, or 8th grade students, as applicable, in each of the districts;
- c. meetings with all 7th, or 8th grade counselors, as applicable, to discuss the ECHS and answer questions;
- d. student/parent meetings that will be held on all middle school campuses that explain the opportunities and commitment required of ECHS students; and
- e. all recruitment and admission information presented in an alternate language as needed.

Admission to **ECHS** will be limited to students served by the partner school district. Criteria for admission to **ECHS** will allow all 8th grade students to apply. Within that pool of applicants, the partners will identify and recruit high need students who are performing at the expected range. Supervision of the admission process will be established by each of the partners and the Council.

INSTRUCTIONAL CALENDAR:

For College credit courses taken for credit in the high school, the instructional calendar to be used is that of the participating School District. For College courses taken for credit on the College campus, the College instructional calendar may be used.

CURRICULUM:

An integrated four-year curriculum, as applicable, that provides a seamless transition from grade level to grade level and allows students to proceed to college level courses at normal or advanced placement levels has been developed. Within this framework, students will be

able to earn an advanced high school diploma within a four -year period and a minimum of 20 credit hours towards an Associate’s degree and/or baccalaureate degree.

College liaisons, housed at the College, will be responsible for working with the high school faculty to develop and refine a clear and coherent academic program across institutions.

INSTRUCTORS, PROFESSIONAL DEVELOPMENT AND TRAINING:

All instructors of college level courses must meet the College’s academic requirements. Instructors teaching college level courses provided by the School District will be designated as College Adjunct faculty as needed. The College will provide an instructor for the Academic Dual Credit courses conducted at the high school. All instructors will meet College and School District standards as required.

All of the partners will share in the responsibility of assisting parents in learning how to prepare their children for college. This will be done through work with the high school teachers, high school counselors, college counselors and administrators, and instructors.

The College’s Office of Student Affairs will develop workshops to aid the high school counseling staff members in gaining knowledge about college admission, financial aid, and support services to assist **ECHS** students in succeeding at and in college. In addition, the College will assist parents in learning how to prepare their children for college through academic and financial aid workshops.

STUDENT PROGRESS AND SUPPORT:

ECHS staff and Teacher Leader will develop criteria to define satisfactory student performance as part of the curriculum development process. These criteria will be monitored on a monthly basis. The process will include comparing planned to actual performance. Appropriate steps will be taken by the partners to assist students and ensure graduation.

A specific counselor will be assigned to the learning community. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with the College student service personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students.

CONDUCT:

ECHS students are required to adhere to School District and College regulations regarding facilities and equipment usage and College and School District codes of conduct. Failure to do so will subject the student to appropriate action taken by the School District and College, including suspension and dismissal.

SAFETY:

If any student, instructor, or administrator should experience an accident or sudden illness while on the premises of the College, the response to such incident will be based upon operating College regulations, guidelines, and procedures.

EVALUATION, RESEARCH, AND DEVELOPMENT:

Under the supervision of the local Advisory Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all Federal and State guidelines for the evaluation of K-12 schools, in addition to any other evaluative guidelines established for the program. The College will coordinate with the Assistant Dean for Assessment a developed research agenda that examines aspects of ECHS, e.g., student academic performance, instructional impacts, curriculum development, effectiveness of professional development, and impact on educational policy and decision-making. Yearly colloquia, sponsored by the **ECHS**, will present studies and reports developed through the institute. The College's Development Office will seek external

private funds to supplement the project, e.g., to support program assessment and evaluation, bridge/summer programs, and technology infrastructure.

ECHS will also be responsible for tracking academic and programmatic progress of the students. To facilitate this task, each of the partners will provide demographic, academic, and other needed data on a semester basis.

PROJECT REPORTING:

Under the supervision of the Council, an annual report and other reports, as required, will be prepared and submitted to the administration on the progress of the ECHS under its purview. The report will be provided to participating partners, including the New York State Education Department, the Smart Scholars Intermediary and others as deemed appropriate.

TUITION AND FEES:

The College will provide full tuition scholarships and waive fees for all ECHS students enrolled in college-credit courses. **ECHS** students will be exempt from all fees

BOOKS AND SUPPLEMENTAL MATERIALS:

College approved textbooks, syllabi, and course outlines, applicable to the courses when taught at the College campus or other instructional venues shall apply to the courses, and all students in the courses, when offered under provisions of this agreement. All textbooks and supplemental materials required for classes, as determined by the Course Articulation Agreement, will be the responsibility of the School District. College approved textbooks purchased by the School District may be used for at least _____ years from the date of purchase.

BUDGET:

A FS-10 budget will apply for each period of the grant, as outlined in Appendix B of the grant contract. The IHE and the School District will determine for which portions of the budget they will each be responsible. In general, the School District should be responsible

for student transportation and other student-related expenditures. Faculty-related expenditures will be the responsibility of the faculty's employer.

RESPONSIBILITIES OF THE PARTNERS:

All members of **ECHS** faculty and administration, as well as any other party connected to the program, must comply with regulations regarding the report of any and all alleged child abuse, school-related crimes, and sexual molestation.

All signatories to the Memorandum of Understanding will be responsible for complying with applicable Federal, State and local laws, rules, mandatory policies and guidelines.

MODIFICATION OF THE AGREEMENT:

This Memorandum of Understanding may be modified and amended only by mutual agreement of the parties in writing, and any such modification or amendments shall be attached and become a part of this collaboration as if set forth herein.

RENEWAL AND TERMINATION OF THE AGREEMENT:

This MOU may be amended by mutual written agreements of both parties. The MOU will be in force for one (1) year following signing and is renewable based on the consent of the signatory parties. The College and School District reserve the right to terminate this MOU upon service of written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires.

Should the College or School District terminate their participation in the _____ (Name of ECHS) **SMART SCHOLARS ECHS** they will agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

IN WITNESS WHEREOF, **the partners have duly approved this Memorandum of Understanding, executed in two original counterparts on this _____ day of the year _____ indicated:**

_____ **COLLEGE**

By: _____,

College President

_____ **SCHOOL DISTRICT**

By: _____

School District Superintendent

ATTACHMENT 3

Mandatory Requirements Certification Form Smart Scholars Early College High School Partnerships:

By signing this form, the undersigned agrees it can provide/and or meet all of the requirements listed below:

Mandatory Requirements:

- Students will be able to earn a minimum of 20 college credits by the time they graduate from the early college high school.
- College credits earned are transferable as defined in completed or “in development” articulation agreements between the LEA and the IHE. Signed Letters of Intent to establish articulation agreements are acceptable in lieu of a completed agreement. This need not be a separate agreement. The general Memorandum of Understanding (MOU) developed by applicants may also include an articulation component.
- Smart Scholars ECHS Partnerships must provide strategies and/or collaborative endeavors designed to seek financial stability for the long-term operation of the Smart Scholars ECHS, beyond the life of the grant.
- To implement a Smart Scholars Early College High School, executed MOUs, those “in development” or Letters of Intent establishing roles and responsibilities between the LEA and IHE must accompany the proposal.
- The proposal must include the **cost per pupil**, which varies throughout the regions of the State. This cost must be used in developing the cost proposal (Budget, Form FS-10). See separate **Attachment 1**.

Chief Administrator’s Signature		Date:
Printed Name		
Organization Name		
Organization Address		

ATTACHMENT 4

PI (08/09)

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



PAYEE INFORMATION FORM

In order to receive funds from the NYS Education Department, **ALL SECTIONS** of this form will need to be completed and returned with **original signature** to the Education Department program office as part of your grant application.

Section I: Institution Identifying Information

Exact Legal Name of Agency

Contact Person/Telephone Number

Please print or type

Business name, (if different from above)

Payment/Fiscal Agent (if different from above)

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) of this agency is:

–

* Provide FEIN of recipient agency regardless of payment/fiscal agent

Municipality Code (if agency is a local government):

Section II: Agency Profile

- This agency is a (check one) ☐ Non-Profit Organization ☐ For Profit Organization
- This agency is a (check one) ☐ Sectarian Organization ☐ Non-sectarian Organization
- Is this agency chartered or incorporated by the New York State Board of Regents? (Check one) ☐
Yes ☐ No
- Is any member of the Board of Directors an employee of the NYS Education Department?
☐ Yes, please name _____ ☐ No

Section III: Charity Registration Number Status (NON-PROFIT ORGANIZATIONS ONLY)

Answer **ONE** of the four questions listed below.

1. The charity registration number (**NOT** a tax exempt or Federal ID number) of this organization is:
_____.
2. ☐ This organization has applied for a charity registration number from the Office of Attorney General but has not as yet been notified of the authorized number granted.
3. ☐ This organization is exempt from the requirement of registering with the Office of Attorney General as a charitable organization because it receives less than \$25,000 in total from governmental agencies.
4. ☐ This organization is exempt from registering with the Office of Attorney General - Bureau of Charities Registration as a charitable organization pursuant to the categories indicated on the Office of Attorney General's Schedule E: Request for Exemption (<http://www.oag.state.ny.us/bureaus/charities2/pdfs/char410SchE.pdf>). Please check the appropriate exemption types(s) as applicable and provide the exemption code number(s).
 - ☐ EPTL (Estates, Powers & Trusts Law) Exemption Only
EPTL #: _____ (#1 thru #13)
 - ☐ Article 7-A (of the Executive Law) Exemption Only
Article 7-A #: _____ (#1 thru #15)
 - ☐ Dual – EPTL & Article 7-A Exemption
EPTL #: _____ (#1 thru #13)
Article 7-A #: _____ (#1 thru #15)

Please refer to the updated Bulletin G-79 (Procurement & Disbursement Guidelines – Contracts with Non-Profit Organizations) from the NYS Office of the State Comptroller (http://www.osc.state.ny.us/agencies/gbull/g_79.htm).

Section IV: 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**)

Signature - Chief Administrative Agency Official/Authorized Designee

Date

SED USE ONLY: Deputy Area/Program Office

Institution ID:

8	0	0	0	0	0
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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: _____

Complete **all sections** of the form in accordance with the instructions indicated below.

Section I: Institution Identifying Information

Self-explanatory

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:

Article 7-a of the Executive Law requires that, with certain exemptions, non-profit organizations which receive funding of \$25,000 or more in total from governmental agencies must register with the Department of State as a charitable organization.

Office of the State Comptroller Bulletin No. G-79, <http://www.osc.state.ny.us/agencies/gbull/g-79.htm>, clarifies the procedure for providing charities registration information for State contracts with non-profit organizations.

In order for the New York State Education Department to comply with the provisions of Bulletin No. G-79, you are requested to read the **updated** Bulletin and then to answer **ONE** of the four question(s) included in Section III.

Section IV:

Be sure to complete this section with an original signature.

NOTE:

If any of the information provided here changes, please be sure to notify the Program Office to which your grant application was sent.

ATTACHMENT 5

PROPOSAL EVALUATION RUBRIC

Score Sheet

**New York State Education Department GC #10-012
Smart Scholars Early College High School Program – Cohort 2
SED Use Only**

Directions for Raters: Raters are asked to evaluate each technical component as listed in the RFP, on a scale from one (1) to the maximum number of possible points. Raters should independently read and score each proposal. The scores of the two reviewers will be averaged to obtain the final average score. A third review will be performed if there is a difference of at least twenty points between the two scores. In cases where a third review is necessary, the three scores will be averaged to obtain the final average score. When completed, the score sheets will be collected by Evelyn Maclutsky and forwarded to the NYSED. Raters are urged to keep the proposals secure. The NYSED Contract Administration Unit will rate the cost proposals.

Name of

Rater: _____

Name of

Bidder: _____

Rating Guidelines:

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

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

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

Poor - Does not meet the criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.

N/A - Does not address the criteria or simply re-states the criteria.

Total of from 100 to 125 points available with the inclusion of bonus points.

A. Technical Criteria: Total Points Allowed [75-100]					
i. Target Population and P-16 Partnership [31-46 points]	Very Good	Good	Fair	Poor	N/A
a. Evidence of a student recruitment plan that targets high need students	5	3.75	2.50	1.25	0
b. The MOU provides evidence that the Smart Scholars ECHS is supported by an active partnership between the LEA and the IHE, describing the roles and responsibilities of each party and including the presence of joint decision-making procedures that allow for the planning and implementation of a coherent program across institutions.	10	7.50	5	2.50	0
b. Evidence of written or “in development” articulation agreements with other IHEs beyond those completed articulation agreements with the partner IHE for the transfer of credit from a Smart Scholars ECHS.	10	7.50	5	2.50	0
c. Evidence that the proposal has a workable plan to help sustain the Smart Scholars ECHS after the grant period.	4	3	2	1	0
d. Evidence that the LEA and the IHE will formally engage, on an ongoing basis, important parties to the Smart Scholars ECHS, including but not limited to the program partners, parents, student care givers, school leaders, and other important local community-based organizations and individuals.	2	1.5	1	0.50	0
e. Evidence that the LEA is a “ high needs ” School in Improvement Status.	10 BONUS POINTS				
OR					
f. Evidence that the LEA is a “ high needs ” Persistently Lowest Achieving School or School under Registration Review.	15 BONUS POINTS				
<div> Comments: <div>Score () out of 46</div> </div>					

ii. School Design [6 points]	Very Good	Good	Fair	Poor	N/A
a. The ECHS is located on the IHE partner's campus and provides activities to foster a college going culture	6	4.50	3	1.50	0
b. The ECHS is a stand-alone school located near the IHE partner's campus	3	2.25	1.50	0.75	0
c. The ECHS is a small learning community within a larger high school, with its own teachers, schedule, and curriculum plan	3	2.25	1.50	0.75	0
d. For schools categorized under "b" or "c" above, evidence that activities and course content will be held on a college campus, if applicable, instilling in the Smart Scholars students the value and impact of a college going culture.	2	1.5	1	0.50	0

Comments:

Score () out of 6

iii. Curriculum and Academic Rigor [16 – 26 points]	Very Good	Good	Fair	Poor	N/A
a. Evidence of the use of authentic and comprehensive measures of assessment, including those used to determine college readiness.	3	2.25	1.50	0.75	0
b. Evidence that plans for the curriculum yield a rigorous and high quality, full-day curriculum.	4	3	2	1	0
c. Evidence that STEM courses are included in the curriculum.	YES		No		
	5 BONUS POINTS		0		
d. Evidence that CTE courses are included in the curriculum.	YES		No		
	5 BONUS POINTS		0		
e. Evidence of how a Regents diploma and an average of 20 or more college credits can be earned by each Smart Scholars ECHS student.	Over 30 credit hours	21-30 credit hours	20 credit hours		
	4	3	0		
f. Evidence that courses will be aligned with higher level courses at the partner IHE	2	1.50	1	0.50	0
g. Evidence that students will be provided pathways to an associate or bachelor's degree	3	2.25	1.50	0.75	0
Comments: Score () out of 26					

iv. Support Structures [10 points]	Very Good	Good	Fair	Poor	N/A
a. Evidence of strategies and activities that foster a distinct college-going culture, such as bridge programs, participation in college activities, or college visits	2	1.50	1	0.50	0
b. Evidence of plans for creating a personalized learning environment and student academic support services to maximize student success, such as tutoring or mentoring	2	1.50	1	0.50	0
c. Evidence of plans for social and emotional support services for students, such as advisory structures, personalized learning communities, individual graduation plans, or guidance and counseling.	2	1.50	1	0.50	0
d. Evidence of plans for giving Smart Scholars ECHS students access to IHE facilities, resources, and services, such as university faculty; libraries; science labs; technology and writing centers; artistic, cultural, and sports facilities and activities; and extracurricular activities as appropriate.	2	1.50	1	0.50	0
e. Evidence of the commitment to substantial parental and community involvement in strategies and activities designed to encourage high school completion and success	2	1.50	1	0.50	0
Comments: Score () out of 10					

v. Staffing and Management [12 points]	Very Good	Good	Fair	Poor	N/A
a. The job description and recruitment plan for the principal/school leader/program director support sound leadership for this role.	4	3	2	1	0
b. Proposed teachers and faculty have the background to deliver college-level courses and accelerated instruction to students at risk of not graduating from high school.	3	2.25	1.50	0.75	0
c. Evidence of plans for common planning time for the instructional faculty and other appropriate staff, including school leaders and, when possible, higher education faculty	2	1.50	1	0.50	0
c. Evidence of plans for teacher mentoring, professional development, and induction programs that include collaboration with higher education faculty.	3	2.25	1.50	0.75	0
Comments: Score () out of 12					

<u>B. Financial Criteria: Total Points Allowed [25]</u>	<i>To be rated by the Contract Administration Unit</i>				
Comments:	Score () out of 25				

Grand Total Points from A and B _____