

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

### Application Checklist

**A complete application consists of** all of the following items submitted in the following order. Applicants will not be afforded the opportunity to alter or revise application documents after submission.

| <b>Required Documents</b>   | <b>Checked – applicant</b> | <b>Checked – SED</b>     |
|---|----------------------------|--------------------------|
| Payee Information Form/NYSED Substitute W-9 Form (not required for LEAs) See: <a href="http://www.oms.nysed.gov/cafe/forms/PIform.pdf">http://www.oms.nysed.gov/cafe/forms/PIform.pdf</a> | <input type="checkbox"/>   | <input type="checkbox"/> |
| Application Checklist   | <input type="checkbox"/>   | <input type="checkbox"/> |
| Application Cover Page (with original signatures in <a href="#">blue ink</a> )  | <input type="checkbox"/>   | <input type="checkbox"/> |
| Partnering Agencies Form  | <input type="checkbox"/>   | <input type="checkbox"/> |
| Private School Consultation Form  | <input type="checkbox"/>   | <input type="checkbox"/> |
| Participating Schools Form  | <input type="checkbox"/>   | <input type="checkbox"/> |
| Program Summary Form  | <input type="checkbox"/>   | <input type="checkbox"/> |
| Program Site(s) Form  | <input type="checkbox"/>   | <input type="checkbox"/> |
| Program Narrative   | <input type="checkbox"/>   | <input type="checkbox"/> |
| FS-10 Budget (July 1, 2013 to June 30, 2014)  | <input type="checkbox"/>   | <input type="checkbox"/> |
| Composite Budget  | <input type="checkbox"/>   | <input type="checkbox"/> |
| Partnership Agreement(s)  | <input type="checkbox"/>   | <input type="checkbox"/> |
| Priority School Certification Form  | <input type="checkbox"/>   | <input type="checkbox"/> |
| Assurances  | <input type="checkbox"/>   | <input type="checkbox"/> |
| <b>SED Comments:</b>  |                            |                          |
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|   |                            |                          |

Name, title and signature (in blue ink) of person completing this form:

\_\_\_\_\_

\_\_\_\_\_

**The University of the State of New York  
THE STATE EDUCATION DEPARTMENT  
Albany, NY 12234**

**2013-2018 21<sup>st</sup> Century Community Learning Centers Program**

**Application Cover Page**

**NYSED Assigned BEDS or Agency Code**

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|---------------------------------|-------------------------|-----------------|
| <b>Name of Applicant Agency</b> |                         |                 |
| <b>Address</b>                  |                         |                 |
| <b>City</b>                     | <b>County</b>           | <b>Zip Code</b> |
| <b>Contact Person</b>           | <b>Telephone (    )</b> |                 |
| <b>E-Mail Address</b>           | <b>FAX (    )</b>       |                 |

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, Priority School Certification, 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 <b>(in blue ink)</b> | Title: Chief School/Administrative Officer |
| Typed Name:                               | Date:                                      |

|                              |         |
|------------------------------|---------|
| <b>Grant Writer</b><br>Name: | Agency: |
|------------------------------|---------|

### Partnering Agencies Form

List the name, address and contact person for each partnering agency. Each of these agencies must sign a Partnership Agreement which must be submitted with this application. **NOTE:** An individual, agency, organization or other entity that only provides services is considered to be a *vendor*, not a *partner*, and would not require a Partnership Agreement.

| Name Of Agency / School | Address | Name of Contact Person and Email Address |
|-------------------------|---------|--|
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## Program Summary Form

### Prior 21<sup>st</sup> CCLC Status

- None
- Federally Administered Award – Award Period Ended on \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- State Administered Award – Award Period Continues to \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- State Administered , Round 1 Award plus additional State funds ended \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### Prior and/or Current After-School Experience/ Funding Sources (check all that apply):

- Extended School Day
- Advantage After School
- Beacon Program
- New York City OST Program
- Federally funded program: \_\_\_\_\_
- Locally funded program: \_\_\_\_\_
- Other: \_\_\_\_\_

### Student Populations to be Served in this Grant (check all that apply):

- Elementary
- Middle School
- High School

### Types of Partners and Service Providers Participating in this Grant (check all that apply):

- National Organizations (*e.g., Boys & Girls Clubs, YMCA/YWCA, Big Brothers/Big Sisters*)
- Community-Based Organizations (*local non-profits or foundations*)
- Libraries or Museums
- Businesses
- Nonpublic School
- Colleges or Universities
- County or Municipal Agencies (*e.g., police, Parks & Recreation, Social Services*)
- BOCES
- Faith-Based Organizations
- Hospitals/Clinics/Health Providers
- Public School District
- Charter School
- For-Profit Corporations
- Other

### Services to be Provided in this Grant (check all that apply):

- Academic Support/Enrichment
- Mathematics
- Science
- English Language Arts
- Art, Music, Dance, Theater
- Entrepreneurial Education
- Physical Fitness, Wellness
- Technology, Video or Media
- Library Services
- Family Literacy
- Other Family Education
- Tutoring/Mentoring
- STEM
- Health
- Nutrition
- Youth Development
- Drug/Violence Prevention
- Counseling
- Character Education
- Service Learning

**Program Site(s) Form**

**Provide the following information for each proposed site:**

**Location (School or Agency Name)** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type (Check all that apply)

After-school  Before-school  During School  Weekend  Summer  Vacation

Hours of Operation \_\_\_\_\_ Grades Served: \_\_\_\_\_

Numbers to be served: Students \_\_\_\_\_ Families \_\_\_\_\_

Number of students under the age of 13 to be served \_\_\_\_\_

School-Aged Child Care Registration (check one):

N/A \_\_\_\_\_ Site currently registered \_\_\_\_\_ License not yet obtained \_\_\_\_\_

**Location (School or Agency Name)** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type (Check all that apply)

After-school  Before-school  During School  Weekend  Summer  Vacation

Hours of Operation \_\_\_\_\_ Grades Served: \_\_\_\_\_

Numbers to be served: Students \_\_\_\_\_ Families \_\_\_\_\_

Number of students under the age of 13 to be served \_\_\_\_\_

School-Aged Child Care Registration (check one):

N/A \_\_\_\_\_ Site currently registered \_\_\_\_\_ License not yet obtained \_\_\_\_\_

**Location (School or Agency Name)** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type (Check all that apply)

After-school  Before-school  During School  Weekend  Summer  Vacation

Hours of Operation \_\_\_\_\_ Grades Served: \_\_\_\_\_

Numbers to be served: Students \_\_\_\_\_ Families \_\_\_\_\_

Number of students under the age of 13 to be served \_\_\_\_\_

School-Aged Child Care Registration (check one):

N/A \_\_\_\_\_ Site currently registered \_\_\_\_\_ License not yet obtained \_\_\_\_\_

## **Program Narrative**

**The Program Narrative cannot exceed 35 double-spaced pages, paginated, using one-inch margins and Times New Roman standard font in 12-point. Only the first 35 pages of the Program Narrative will be reviewed and scored. The allowed 35 pages includes the “Template for Goals and Objectives Based on 21<sup>st</sup> Century Community Learning Centers Performance Indicators” (Appendix 7) and charts to display numerical data or activity schedules. Other types of charts are not allowed. Charts cannot be used for narrative purposes. The Template and charts can be single-spaced, using one-inch margins and Times New Roman standard font in 12-point.**

**The Budget (FS-10), Composite Budget and Partnership Agreement(s) are not considered part of the 35 pages.**

**Appendix 3 provides a sample style sheet to help you ensure that your proposal meets these specifications.**

**Please do not submit supplementary materials such as videotapes, publications, press clippings, letters of support from the private or public sector or testimonial letters. They will neither be reviewed nor returned to the applicant.**

### **1) Executive Summary (not to exceed 3 pages) (4 points)**

Provide a summary of the 21<sup>st</sup> CCLC program’s proposed mission, identified key partnership organizations, targeted students and family participants, key design elements and other unique characteristics of the program. Discuss the school(s) and community partner(s) capacity to effectively support and oversee the community learning centers grant. The executive summary should be suitable for sharing by NYSED with the general public including essential stakeholders such as families, students, schools and community.

#### **Scoring Indicators:**

- a. Provide a compelling 1-2 sentence mission statement that defines the proposed 21<sup>st</sup> CCLC program;
- b. Identify reasons for selecting the target population;
- c. Outline the program’s key design elements and unique characteristics that address the needs of the target population and the community in which children live and go to school;
- d. Include a persuasive explanation of the school and partner organization’s capacity to effectively support and oversee the 21<sup>st</sup> CCLC program.

### **2) Need for Project (10 points)**

Describe the population to be served by the program and discuss how the proposed program will offer educational and enrichment opportunities to students and families that are currently not available. The characteristics of the population and community to be served are essential factors that inform the design of a successful 21<sup>st</sup> CCLC expanded and extended learning time program, ultimately driving support for student enrollment in the program.

**Scoring Indicators:**

- a. Describe the community where the target population of students and their families live and go to school. Include the reason for the selection of the community and the applicant group's ability to serve this particular community, as well as the value of the proposed program in the identified community;
- b. Identify the specific population of students to be served, and any unique needs by sub-group such as students with disabilities, English language learners, and socioeconomic status. Provide current and specific cited data to strongly document each of those needs. Data sources may include, but are not limited to, academic achievement, percentage of students eligible for free and/or reduced lunch, percentage and/or rapid growth of limited English proficient students, attendance, incidence of risky behaviors and dropout rates;
- c. Identify specific needs of the children's families to be served. Provide current and specific cited data that strongly document each of those needs. Data sources may include, but are not limited to, poverty rates, literacy rates and education levels in the community;
- d. Describe current gaps in community services and opportunities, and how the 21<sup>st</sup> CCLC program will provide services and activities that are not currently available to the target population to be served.

**3) Key Elements of Program Design (21 points)**

Provide a description of the proposed program that implements the purposes described in Title IV, Part B of the Elementary and Secondary Education Act for the 21st Century Community Learning Centers (21<sup>st</sup> CCLC) program, as authorized under as amended by the No Child Left Behind Act of 2001. Specifically, the proposal should describe how the program design links program activities, content, and goals and objectives with the identified needs of the students and their families. Include key elements of the program design that are innovative or unique to the program's mission and goals and are core to the program's overall design.

**Scoring Indicators:**

- a. Complete the Template for Goals and Objectives (Appendix 8) that is based on the 21<sup>st</sup> Century Performance Indicators (Appendix 7). Clearly state the program's objectives, activities, performance indicators and measures for each. **Note:** Copy the template (without the instructions) into the body of the program narrative;
- b. Describe the key features that are core to the program's overall design and demonstrate how the design elements will serve the diverse needs of all students. Present evidence of success if drawing on existing models, or present research or other information that supports the efficacy of the proposed program design if the program design does not have a precedent;
- c. Describe how the activities will be aligned and coordinated with the regular school day and school day teachers, New York State Learning Standards, including the Common Core, and how program activities will support school and district goals, and Regent's Reform priority for college and career readiness;
- d. Describe how the NYS Guidelines for Social and Emotional Development and Learning will be reflected in opportunities for youth development and enrichment through hands-on project based activities, service learning, and other experiences not typically offered in the traditional classroom setting;

- e. Describe how students and parents have been meaningfully involved in the planning design. Include how students and parents will have ongoing, meaningful planning involvement throughout the duration of the program;
- f. Describe how families of participants will be provided ongoing opportunities for literacy and related educational development, as well as having meaningful opportunities to be active participants in student experiences in ways that deepen their connections to curriculum, teaching and learning, and the programs in which their children participate.

#### **4) Use of Time (10 points)**

Describe how the use of time in the 21st CCLC program best meets the identified needs of students and their families and leverages student interest to have positive impacts on attendance, engagement and academics, all of which are critical to student success. Present a clear scheduling plan that ensures the integration of academics, enrichment, and skill development through hands-on experiences that make learning relevant and engaging. Include key strategies for recruitment and retention of program participants.

##### **Scoring Indicators:**

- a. Explain how the proposed use of time reflects the specific needs of the target population to be served in a way that matches students' needs with their interests, and results in positive impacts on attendance, engagement, and academics;
- b. Present the proposed weekly schedule for each site with times, including program time during school hours if utilizing this option, and locations. Include scheduling for vacation or summer programs;
- c. Describe procedures for taking attendance of individual students on a daily basis. Provide a plan for keeping student attendance by time in each activity to meet or exceed the 21<sup>st</sup> CCLC legislative intent of a minimum of 90 hours per year (30 days per year for three hours per day). Applicants choosing to utilize the 21<sup>st</sup> CCLC program to expand learning time in by a minimum of 200 student contact hours per year in a Priority school must document procedures for monitoring program attendance during the school day;
- d. Describe plans for recruitment and retention of students in the program and expectations for regular attendance of students, based on research and best practice.

#### **5) Program Management (10 points)**

Provide detailed information of how all program partners will adhere to mandated data collection and reporting. Describe how the applicant will manage the 21<sup>st</sup> CCLC program in order to meet the needs of the target population including health, nutrition and safety needs, and will ensure equitable access to meet the needs of special populations. The applicant should describe time allocation for collaborative planning and professional development for school staff and partnering organizations in order to build strong systems of program delivery.

##### **Scoring Indicators:**

- a. Describe the provisions that have been made to access individual student records and share individual and aggregated student data for the purpose of program evaluation, as well as the parental consent process to be used in adhering to privacy protections;

- b. Describe how the program will meet health, nutrition and safety needs of the students as well as how students will travel safely to and from the center and home;
- c. Describe how the program will ensure equitable access to and meet the needs of special populations (e.g., students with disabilities, English language learners). *Note: This is a GEPA requirement, see Appendix 4.* Also describe how the program will disseminate information about the center (including its location) to the community in a manner that is understandable and accessible;
- d. Describe the plan to provide ongoing relevant professional development and collaborative planning time for teachers, program staff and community partners which is directly aligned with the goals and objectives to promote quality programming, school and district goals, and the Regent’s Reform priority for college and career readiness.

**6) Quality of Project Evaluation (10 points)**

Present a comprehensive program level evaluation plan that enables ongoing program assessment and quality improvement following the requirements detailed in the NYS 21<sup>st</sup> CCLC Evaluation Manual. Describe how evaluation is aligned with the goals, measurable objectives and the expected outcomes of the proposed program and the current Performance Indicators for all 21st Century Community Learning Centers. Explain how students and families will have meaningful involvement throughout the evaluation process to enhance stakeholder investment.

**Scoring Indicators:**

- a. Describe how the data and evaluation plan are aligned with the goals, measurable objectives and the expected outcomes of the proposed program and the current Performance Indicators for all 21st Century Community Learning Centers;
- b. Describe how information gained from the evaluation will be used to monitor progress and guide ongoing efforts for continuous program improvement which is aligned with the goals of partnering schools, districts and the Regent’s Reform priority for college and career readiness;
- c. Indicate how students and families will have meaningful involvement throughout the evaluation process;
- d. Describe how the NYSAN Quality Self-Assessment Tool will be used twice each year for self-assessment and planning for program improvement;
- e. Identify and describe the qualifications of the external evaluator who will collect and analyze data to assess progress toward meeting the program’s goals and objectives, utilizing the NYS 21<sup>st</sup> CCLC Evaluation Manual.

**7) Organizational Leadership and Quality of the Management Plan (15 points)**

Describe the partnering agencies’ capacity to administer a successful 21<sup>st</sup> CCLC grant program and experience in providing quality expanded learning opportunities for students and families. Discuss the proposed management structure and plan including key staff positions and program oversight. Explain how partnering organizations were chosen, and the unique contributions that each organization brings to the program. Present a preliminary sustainability plan that describes efforts to maintain the program when the 21<sup>st</sup> CCLC funding term ends.

*It is recommended that the program hire a full-time Program Director. In addition, it is recommended that a program staff member is designated to act as Education Liaison in order to facilitate the linkage between the school day and out-of-school time programming.*

**Scoring Indicators:**

- a. Describe the applicant agencies' experience or promise of success in providing 21<sup>st</sup> CCLC programs that enhance the academic performance, achievement and positive youth development of students, and involve the student's parents and families in the program;
- b. Describe management structure and responsibilities of key staff positions and the recruitment and role of volunteers, including appropriately qualified seniors;
- c. Describe the role and responsibilities of each partnering agency for which there is a customized, signed partnership agreement. Explain how partnering organizations were chosen, and the unique contributions that each organization brings to the program;
- d. Describe the planning process that partners will engage in, in advance of program implementation;
- e. Describe the composition, role and schedule of quarterly meetings of the program advisory committee that includes representation from program and partnering administrative staff, students, parents and community members;
- f. Present a preliminary sustainability plan that describes efforts to maintain the program when 21<sup>st</sup> CCLC funding ends.

**8) Adequacy of Resources (20 points)**

Explain how the program is cost-effective and purposeful, targets resources properly, and operates with a clear approach to program quality standards.

**Scoring Indicators:**

- a. Demonstrate that program expenditures are reasonable and are primarily targeted to the provision of direct services to students;
- b. Describe the system for tracking costs that are allocated specifically for the 21<sup>st</sup> CCLC program;
- c. Describe the partner agencies' commitment of resources for the program, including, but not limited to, facilities, equipment, supplies and in-kind services;
- d. Describe how federal, state and local funds will be combined or coordinated for the most effective use of public resources;
- e. Describe the purpose of the allocation of funds to each budget category of the FS-10 Budget Form and how the budget adheres to funding caps for administration (10%), planning and professional development (5%), and evaluation (8%) and the provision of minimum direct service by lead agency (15%). Describe how Purchased Services are linked to the objectives and activities of the program.

**\*\*For-Profits:** The submitted budget will be awarded points pursuant to a formula which awards the highest score of 20 points to the budget that reflects the lowest overall cost per student. The remaining budgets will be awarded points based on a calculation that computes the relative difference of each proposal against the lowest budget submitted. The resulting percentage is then applied to the maximum point value of 20 points.

## **FS-10 Budget**

The grant award period will begin on July 1, 2013 and end on June 30, 2018. The initial project period will be July 1, 2013 through June 30, 2014. Applicants must submit an FS-10 budget with this application, for the initial 12 month project period of 7/1/13 – 6/30/14. The 12 month budget will be reviewed and scored. Beginning July 1, 2013 through June 30, 2018, programs will be awarded annual funds based on the 12 month budget.

The applicant must complete the FS-10 Budget Form and Composite Budget. Budgeted costs must be in compliance with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the following URL: <http://www.oms.nysed.gov/cafe>. The FS-10 must bear the original signature of the Chief School/Administrative Officer. The Composite Budget can be found in Appendix 11 of the RFP application.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the Fiscal Guidelines for Federal and State Aided Grants at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.

The budget should be reasonable and appropriate to cover program expenses, including student transportation. Budgets must include travel and lodging for at least three persons to attend two one-day regional professional development events each year.

Please remember that travel costs for program employees, busing, field trips and admission fees should be itemized under Travel Expenses; travel for consultants should be itemized under Purchased Services.

Note that grant funds cannot be used for daily nutritional services, to purchase vehicles or facilities, or to support major remodeling or new construction.

The amount of 21<sup>st</sup> CCLC funds requested, divided by the maximum anticipated number of students served, must not exceed an annual amount of \$1,500 per student. **Application budgets that exceed the \$1,500 maximum annual allowable cost per student will not be reviewed.**

### Administrative Cost Cap

Administrative costs can be direct or indirect. No more than 10 percent of the total annual award may be used for administrative costs for school or agency administrative or support staff who do not provide direct service to participants in the program but whose cost can be identified and directly associated with the program. One example is the cost of a principal required to remain in the building during program hours.

The 10% administrative cap is inclusive of indirect costs. The Program Director salary is not included in the 10% administrative cap.

### Indirect Cost Cap

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

- ◆ **School districts and BOCES** must use the restricted indirect cost rates calculated by the State Education Department.
- ◆ **Community-Based Organizations (CBOs), Charter Schools and Municipalities** must prepare their budgets using an indirect cost rate of 2.6 percent. If they are notified that they have been selected to receive a 21<sup>st</sup> Century funding award, they may apply for a higher indirect cost rate of up to 8 percent, bearing in mind the 10% administrative cap, by completing and submitting an FS-87-R Form to the Department. Note that approval for a higher indirect cost rate must be requested and approved each year. The Form may be obtained by calling Grants Finance at 518-474-4815.
- ◆ **Colleges and Universities** may use an indirect cost rate of up to 8 percent.

### Planning and Professional Development Cost Cap

No more than 5 percent of the total annual award may be used for collaborative planning and professional development related directly to 21<sup>st</sup> CCLC programs.

### Program Evaluation Cost Cap

No more than 8 percent of the total annual award may be used for independent program evaluation. Please note that grant funds cannot be used for daily nutritional services, to purchase vehicles or facilities, or to support major remodeling or new construction.

### Minimum Direct Service Level Participation

As stated in the NYSED Consortium Policy, a lead agency cannot act as a flow-through for grant funds to pass to other recipients. NYSED has established a minimum level of direct service of 15% to be provided by the fiscal (lead) agent. Direct services can include costs connected with the Program Director, teachers, activity leaders, the provision specific activities for students and families, etc

## **Partnership Agreement(s)**

All partnering agencies must sign a detailed Partnership Agreement with the applicant agency. A partnership includes significant involvement in planning, as well as specific individual or joint responsibilities for program implementation. A sample is provided in **Appendix 1** that may be used as a guide.

Applicants must develop their own agreements. Failure to submit customized Partnership Agreement(s) will be an indicator that the required collaboration did not occur.

All Partnership Agreements should be reviewed and signed on an annual basis.

**Note to New York City applicants:** All Partnership Agreements must be signed by the Community School District Superintendent.

**SAMPLE PARTNERSHIP AGREEMENT**

**This template is to assist you in the development of a customized Partnership Agreement. Below are specific responsibilities that must be included in the Agreement. Add additional clauses as necessary to customize and align the agreement with your proposed program. Failure to submit customized Partnership Agreement will be an indicator that the required collaboration did not occur.**

Partnership Agreement

The \_\_\_\_\_ and \_\_\_\_\_  
(Name of School) (Name(s) of Partnering Agencies)

**agree to assume and perform the following roles and responsibilities in the administration of the 21<sup>st</sup> Century Community Learning Centers program during the 2012-2013 school year. The goal of this program is to provide a 21<sup>st</sup> CCLC program of the highest quality for the participating students.**

The partnership agreement is comprised of three sections:

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

**I. Joint Responsibilities of the School and Partnering Agencies**

1. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, field trips, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.
2. Structure and facilitate meaningful communication between the school staff and the 21<sup>st</sup> CCLC program. Provide on-going opportunities for school staff and 21<sup>st</sup> CCLC staff to plan, coordinate, and integrate curricular areas with 21<sup>st</sup> CCLC activities.
3. Hold regularly scheduled advisory meetings (quarterly) between the staff of the partnering agencies, school principal(s) or designee, other appropriate personnel and key stakeholders including students, families and community members to discuss all issues pertaining to the 21<sup>st</sup> CCLC program. Agenda items will include, but not be limited to effectiveness of program features, student development, and other aspects of program evaluation.
4. Develop mechanisms and opportunities to communicate on a regular basis with both the Parents' Association and the family members of the program's students, including information regarding the 21<sup>st</sup> CCLC program that is accessible in a public space.
5. Recruit, select, and enroll student participants in the 21<sup>st</sup> CCLC program and disseminate program information widely.

**6. *Add additional clauses as necessary to describe additional project responsibilities shared by the school and partnering agency.***

## **II. Responsibilities of the Partnering Agencies**

1. Communicate and provide information to the school about the 21<sup>st</sup> Century CCLC program through regularly scheduled meetings.
2. Ensure that School-Age Child Care Registration, if required, is obtained for programs that will serve seven or more children under the age of 13 years.
3. Recruit, hire, and train all program staff in cooperation with the school. The school principal and/or his/her designee will participate in the selection of the full time person responsible for the program.
4. Manage the day-to-day operations of the program, if required, and notify the school of any problems, issues, and concerns in a timely fashion.
5. Track individual student enrollment and attendance and provide that information to the school on a regular basis.
6. Invite designated school staff to attend 21<sup>st</sup> CCLC staff meetings.
7. Attend school staff meetings as determined by the school principal.
8. Make staff available for in-service training throughout the school year and arrange for appropriate substitute coverage.
9. Work cooperatively with the research and evaluation component of the 21<sup>st</sup> CCLC program.
10. Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after-school program, and keeping the spaces used by the after-school program clean. Equipment will be inventoried and labeled.
11. Ensure that all applicable local and state requirements for staff clearances are met.
12. Develop protocol for emergency notification of parents and/or guardians.
13. Establish procedures for the safe-keeping and safe transport of children after program hours.
14. Ensure that there is staff on-site during program hours trained in first aid, CPR and medical emergencies.
15. Maintain appropriate insurance coverage, if required.
16. Provide the lead 21<sup>st</sup> CCLC agency with all appropriate and requested financial information and reports in a timely fashion.
17. ***Add additional clauses as necessary to describe additional project responsibilities of the partnering agency.***

**III. Responsibilities of the School**

1. Work cooperatively with Research Works, Inc., the State Education Department independent evaluator of the 21<sup>st</sup> CCLC program. Information requested by evaluators is to be provided in a timely manner. This may include, but not be limited to, sharing school profiles and all relevant data available in the public domain. In addition, test scores, grades, attendance, etc. will be provided with full protection of the rights of the students and within the regulations of the school system.
2. Work cooperatively with the lead partnering agency, if not the school, to provide all relevant data related to test scores, grades and attendance in order to fulfill reporting requirements of the federally mandated Annual Performance Report.
3. If the program is school based, assure the availability of clean spaces for the 21<sup>st</sup> CCLC program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space, including adequate office space for program staff.
4. Supply adequate and appropriate storage space for the 21<sup>st</sup> CCLC program's materials and equipment.
5. Facilitate the provision of full custodial services at no cost.
6. Identify and organize appropriate security for the after-school program.
- 7. *Add additional clauses as necessary to describe additional project responsibilities of the school.***

|                                      |   |
|--------------------------------------|---|
| Agreed on this day, _____, by        |   |
| (Month/day/year)                     |   |
| _____<br>(Name of Partnering Agency) | _____<br>(Signature of Executive Director)      |
| _____<br>(Name of Partnering Agency) | _____<br>(Signature of Executive Director)      |
| _____<br>(Name of School District)   | _____<br>(Signature of District Superintendent) |

(You may add more signatures as appropriate.)

**Application Scoring Evaluation Rubric  
21<sup>st</sup> Century Community Learning Centers**

**Review Criteria:**

- Very Good** Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. They will include 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** Imprecise and non-specific. Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail.
- Weak** 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.
- Missing Response** Question is not addressed.

| <b><u>1. Executive Summary (Maximum 4 Points)</u></b>  | <b>Very Good</b> | <b>Good</b> | <b>Fair</b> | <b>Weak</b> | <b>Missing Response</b> |
|--|------------------|-------------|-------------|-------------|-------------------------|
| <i>Applicant should provide a summary of the 21<sup>st</sup> CCLC program's proposed mission, identified key partnership organizations, targeted students and family participants, key design elements and other unique characteristics of the program. Discuss the school(s) and community partner(s) capacity to effectively support and oversee the community learning centers grant. The executive summary should be suitable for sharing by NYSED with the general public including essential stakeholders such as families, students, schools and community.</i> |                  |             |             |             |                         |
| a. Provide a compelling 1-2 sentence mission statement that defines the proposed 21 <sup>st</sup> CCLC program. (1 point)  | 1                | .75         | .5          | .25         | 0                       |
| b. Identify reasons for selecting the target population. (1 point)   | 1                | .75         | .5          | .25         | 0                       |
| c. Outline the program's key design elements and unique characteristics that address the needs of the target population and the community in which children live and go to school. (1 point)   | 1                | .75         | .5          | .25         | 0                       |
| d. Include a persuasive explanation of the school and partner organization's capacity to effectively support and oversee the 21 <sup>st</sup> CCLC program. (1 point)  | 1                | .75         | .5          | .25         | 0                       |

**Reviewers Comments:****Strengths:****Additional Concerns and Questions:**

| <b>2. Need For Project (Maximum 10 Points)</b>  | <b>Very Good</b> | <b>Good</b> | <b>Fair</b> | <b>Weak</b> | <b>Missing Response</b> |
|---|------------------|-------------|-------------|-------------|-------------------------|
| <i>Applicant should describe the population to be served by the program and discuss how the proposed program will offer educational and enrichment opportunities to students and families that are currently not available. The characteristics of the population and community to be served are essential factors that inform the design of a successful 21<sup>st</sup> CCLC expanded and extended learning time program, ultimately driving support for student enrollment in the program.</i>   |                  |             |             |             |                         |
| a. Describe the community where the target population of students and their families live and go to school. Include the reason for the selection of the community and the applicant group's ability to serve this particular community, as well as the value of the proposed program in the identified community. (3 points)  | 3                | 2.25        | 1.5         | .75         | 0                       |
| b. Identify the specific population of students to be served, and any unique needs by sub-group such as students with disabilities, English language learners, and socioeconomic status. Provide current and specific cited data to strongly document each of those needs. Data sources may include, but are not limited to, academic achievement, percentage of students eligible for free and/or reduced lunch, percentage and/or rapid growth of limited English proficient students, attendance, incidence of risky behaviors and dropout rates. (3 points) | 3                | 2.25        | 1.5         | .75         | 0                       |
| c. Identify specific needs of the children's families to be served. Provide current and specific cited data that strongly document each of those needs. Data sources may include, but are not limited to, poverty rates, literacy rates and education levels in the community. (2 points)   | 2                | 1.5         | 1           | .5          | 0                       |
| d. Describe current gaps in community services and opportunities, and how the 21 <sup>st</sup> CCLC program will provide services and activities that are not currently available to the target population to be served. (2 points)   | 2                | 1.5         | 1           | .5          | 0                       |

**Reviewers Comments:**

**Strengths:**

**Additional Concerns and Questions:**

| <b>3. Key Elements of Program Design (Maximum 21 points)</b><br><i>Applicant should provide a description of the proposed program that implements the purposes described in Title IV, Part B of the Elementary and Secondary Education Act for the 21st Century Community Learning Centers (21<sup>st</sup> CCLC) program, as authorized under as amended by the No Child Left Behind Act of 2001. Specifically, the proposal should describe how the program design links program activities, content, and goals and objectives with the identified needs of the students and their families. Include key elements of the program design that are innovative or unique to the program's mission and goals and are core to the program's overall design.</i> | <b>Very Good</b> | <b>Good</b> | <b>Fair</b> | <b>Weak</b> | <b>Missing Response</b> |
|--|------------------|-------------|-------------|-------------|-------------------------|
| a. Complete the Template for Goals and Objectives (Appendix 8) that is based on the 21 <sup>st</sup> Century Performance Indicators (Appendix 7). Clearly state the program's objectives, activities, performance indicators and measures for each. (6 points)   | 6                | 4.5         | 3           | 1.5         | 0                       |
| b. Describe the key features that are core to the program's overall design and demonstrate how the design elements will serve the diverse needs of all students. Present evidence of success if drawing on existing models, or present research or other information that supports the efficacy of the proposed program design if the program design does not have a precedent. (4 points)   | 4                | 3           | 2           | 1           | 0                       |
| c. Describe how the activities will be aligned and coordinated with the regular school day and school day teachers, New York State Learning Standards, including the Common Core, and how program activities will support school and district goals, and Regent's Reform priority for college and career readiness. (3 points)   | 3                | 2.25        | 1.5         | .75         | 0                       |
| d. Describe how the NYS Guidelines for Social and Emotional Development and Learning will be reflected in opportunities for youth development and enrichment through hands-on project based activities, service learning, and other experiences not typically offered in the traditional classroom setting. (3 points)   | 3                | 2.25        | 1.5         | .75         | 0                       |
| e. Describe how students and parents have been meaningfully involved in the planning design. Include how students and parents will have ongoing, meaningful planning involvement throughout the duration of the program. (2 points)  | 2                | 1.5         | 1           | .5          | 0                       |
| f. Describe how families of participants will be provided ongoing opportunities for literacy and related educational development, as well as meaningful opportunities to be active participants in student experiences in ways that deepen their connections to curriculum, teaching and learning, and the programs in which their children participate. (3 points)  | 3                | 2.25        | 1.5         | .75         | 0                       |

**Reviewers Comments:**

**Strengths:**

**Additional Concerns and Questions:**

| <b>4. Use of Time (Maximum 10 points)</b>  | <b>Very Good</b> | <b>Good</b> | <b>Fair</b> | <b>Weak</b> | <b>Missing Response</b> |
|--|------------------|-------------|-------------|-------------|-------------------------|
| <i>Applicant should describe how the use of time in the 21st CCLC program best meets the identified needs of students and their families and leverages student interest to have positive impacts on attendance, engagement, and academics, all of which are critical to student success. Present a clear scheduling plan that ensures the integration of academics, enrichment, and skill development through hands-on experiences that make learning relevant and engaging. Include key strategies for recruitment and retention of program participants</i>              |                  |             |             |             |                         |
| a. Explain how the proposed use of time reflects the specific needs of the target population to be served in a way that matches students' needs with their interests, and results in positive impacts on attendance, engagement, and academics. (3 points)   | 3                | 2.25        | 1.5         | .75         | 0                       |
| b. Present the proposed weekly schedule for each site with times, including program time during school hours if utilizing this option, and locations. Include scheduling for vacation or summer programs. (2 points)   | 2                | 1.5         | 1           | .5          | 0                       |
| c. Describe procedures for taking attendance of individual students on a daily basis. Provide a plan for keeping student attendance by time in each activity to meet or exceed the 21 <sup>st</sup> CCLC legislative intent of a minimum of 90 hours per year (30 days per year for three hours per day). Applicants choosing to utilize the 21 <sup>st</sup> CCLC program to expand learning time in by a minimum of 200 student contact hours per year in a Priority school must document procedures for monitoring program attendance during the school day. (3 points) | 3                | 2.25        | 1.5         | .75         | 0                       |
| d. Describe plans for recruitment and retention of students in the program and expectations for regular attendance of students, based on research and best practice. (2 points)  | 2                | 1.5         | 1           | .5          | 0                       |

**Reviewers Comments:**

**Strengths:**

**Additional Concerns and Questions:**

| <b>5. Program Management (Maximum 10 points)</b><br><i>Applicant should provide detailed information of how all program partners will adhere to mandated data collection and reporting. Describe how the applicant will manage the 21<sup>st</sup> CCLC program in order to meet the needs of the target population including health, nutrition and safety needs, and will ensure equitable access to meet the needs of special populations. The applicant should describe time allocation for collaborative planning and professional development for school staff and partnering organizations in order to build strong systems of program delivery.</i> | <b>Very Good</b> | <b>Good</b> | <b>Fair</b> | <b>Weak</b> | <b>Missing Response</b> |
|--|------------------|-------------|-------------|-------------|-------------------------|
| a. Describe the provisions that have been made to access individual student records and share individual and aggregated student data for the purpose of program evaluation, as well as the parental consent process to be used in adhering to privacy protections. (3 points)  | 3                | 2.25        | 1.5         | .75         | 0                       |
| b. Describe how the program will meet health, nutrition and safety needs of the students as well as how students will travel safely to and from the center and home. (2 points)  | 2                | 1.5         | 1           | .5          | 0                       |
| c. Describe how the program will ensure equitable access to and meet the needs of special populations (e.g., students with disabilities, English language learners). <i>Note: This is a GEPA requirement, see Appendix 4.</i> Also describe how the program will disseminate information about the center (including its location) to the community in a manner that is understandable and accessible. (2 points)  | 2                | 1.5         | 1           | .5          | 0                       |
| d. Describe the plan to provide ongoing relevant professional development and collaborative planning time for teachers, program staff and community partners which is directly aligned with the goals and objectives to promote quality programming, school and district goals, and the Regent’s Reform priority for college and career readiness. (3 points)  | 3                | 2.25        | 1.5         | .75         | 0                       |

**Reviewers Comments:**

**Strengths:**

**Additional Concerns and Questions:**

| <b>6. Quality of Program Evaluation (Maximum 10 points)</b>   | <b>Very Good</b> | <b>Good</b> | <b>Fair</b> | <b>Weak</b> | <b>Missing Response</b> |
|---|------------------|-------------|-------------|-------------|-------------------------|
| <i>Applicant should present a comprehensive program level evaluation plan that enables ongoing program assessment and quality improvement following the requirements detailed in the NYS 21<sup>st</sup> CCLC Evaluation Manual. Describe how evaluation is aligned with the goals, measurable objectives and the expected outcomes of the proposed program and the current Performance Indicators for all 21st Century Community Learning Centers. Explain how students and families will have meaningful involvement throughout the evaluation process to enhance stakeholder investment.</i> |                  |             |             |             |                         |
| a. Describe how the data and evaluation plan are aligned with the goals, measurable objectives and the expected outcomes of the proposed program and the current Performance Indicators for all 21st Century Community Learning Centers. (2 points)   | 2                | 1.5         | 1           | .5          | 0                       |
| b. Describe how information gained from the evaluation will be used to monitor progress and guide ongoing efforts for continuous program improvement which is aligned with the goals of partnering schools, districts and the Regent’s Reform priority for college and career readiness. (2 points)   | 2                | 1.5         | 1           | .5          | 0                       |
| c. Indicate how students and families will have meaningful involvement throughout the evaluation process. (2 points)  | 2                | 1.5         | 1           | .5          | 0                       |
| d. Describe how the NYSAN Quality Self-Assessment Tool will be used twice each year for self-assessment and planning for program improvement. (2 points)  | 2                | 1.5         | 1           | .5          | 0                       |
| e. Identify and describe the qualifications of the external evaluator who will collect and analyze data to assess progress toward meeting the program’s goals and objectives, utilizing the NYS 21 <sup>st</sup> CCLC Evaluation Manual. (2 points)   | 2                | 1.5         | 1           | .5          | 0                       |

**Reviewers Comments:**

**Strengths:**

**Additional Concerns and Questions:**

| <b><u>7. Organizational Leadership and quality of the management plan. (Maximum 15 points)</u></b>   | <b>Very Good</b> | <b>Good</b> | <b>Fair</b> | <b>Weak</b> | <b>Missing Response</b> |
|--|------------------|-------------|-------------|-------------|-------------------------|
| <i>Applicant should describe the partnering agencies' capacity to administer a successful 21<sup>st</sup> CCLC grant program and experience in providing quality expanded learning opportunities for students and families. Discuss the proposed management structure and plan including key staff positions and program oversight. Explain how partnering organizations were chosen, and the unique contributions that each organization brings to the program. Present a preliminary sustainability plan that describes efforts to maintain the program when the 21<sup>st</sup> CCLC funding term ends.</i> |                  |             |             |             |                         |
| a. Describe the applicant agencies' experience or promise of success in providing 21 <sup>st</sup> CCLC programs that enhance the academic performance, achievement and positive youth development of students, and involve the student's parents and families in the program. (4 points)  | 4                | 3           | 2           | 1           | 0                       |
| b. Describe management structure and responsibilities of key staff positions and the recruitment and role of volunteers, including appropriately qualified seniors. (3 points)   | 3                | 2.25        | 1.5         | .75         | 0                       |
| c. Describe the role and responsibilities of each partnering agency for which there is a customized, signed partnership agreement. Explain how partnering organizations were chosen, and the unique contributions that each organization brings to the program. (3 points)   | 3                | 2.25        | 1.5         | .75         | 0                       |
| d. Describe the planning process that partners will engage in, in advance of program implementation. (2 points)  | 2                | 1.5         | 1           | .5          | 0                       |
| e. Describe the composition, role and schedule of quarterly meetings of the program advisory committee that includes representation from program and partnering administrative staff, students, parents and community members.(2 points)   | 2                | 1.5         | 1           | .5          | 0                       |
| f. Present a preliminary sustainability plan that describes efforts to maintain the program when 21 <sup>st</sup> CCLC funding ends.( 1 point)   | 1                | .75         | .5          | .25         | 0                       |

**Reviewers Comments:**

**Strengths:**

**Additional Concerns and Questions:**

| <b>8. Adequacy of Resources (Maximum 20 points)</b><br><i>Applicant should explain how the program is cost-effective and purposeful, targets resources properly, and operates with a clear approach to program quality standards.</i>   | <b>Very Good</b> | <b>Good</b> | <b>Fair</b> | <b>Weak</b> | <b>Missing Response</b> |
|---|------------------|-------------|-------------|-------------|-------------------------|
| a. Demonstrate that program expenditures are reasonable and are primarily targeted to the provision of direct services to students. (4 points)  | 3                | 2.25        | 1.5         | .75         | 0                       |
| b. Describe the system for tracking costs that are allocated specifically for the 21 <sup>st</sup> CCLC program. (2 points)   | 2                | 1.5         | 1           | .5          | 0                       |
| c. Describe the partner agencies commitment of resources for the program, including, but not limited to, facilities, equipment, supplies and in-kind services. (4 points)   | 4                | 3           | 2           | 1           | 0                       |
| d. Describe how federal, state and local funds will be combined or coordinated for the most effective use of public resources. (3 points)   | 3                | 2.25        | 1.5         | .75         | 0                       |
| e. Describe the purpose of the allocation of funds to each budget category of the FS-10 Budget Form and how the budget adheres to funding caps for administration (10%), planning and professional development (5%), and evaluation (8%) and the provision of minimum direct service by lead agency (15%). Describe how Purchased Services are linked to the objectives and activities of the program. (8 points) | 8                | 6           | 4           | 2           | 0                       |

**Reviewers Comments:**

**Strengths:**

**Additional Concerns and Questions:**

**Summary of Application Strengths and Concerns:**

| <b>SCORING EVALUATION SUMMARY</b>     |              |
|---------------------------------------|--------------|
|                                       | <b>SCORE</b> |
| <b>Executive Summary</b>              |              |
| <b>Need for Project</b>               |              |
| <b>Key Elements of Program Design</b> |              |
| <b>Use of Time</b>                    |              |
| <b>Program Management</b>             |              |
| <b>Quality of Program Evaluation</b>  |              |
| <b>Organizational Leadership</b>      |              |
| <b>Adequacy of Resources</b>          |              |
| <b>TOTAL SCORE</b>                    |              |

### Style for Proposals

All New York State 21<sup>st</sup> CCLC proposals should be double-spaced in Times New Roman, standard style in 12-point size. Reviewers will be provided with a guide to assist them in identifying non-standard type styles. Please make sure that your proposal meets the following requirements:

#### **Samples from the reviewers guide:**

This is what Times New Roman looks like in 12-point and double-spaced. This is the only approved type size and style that you should use on the application.

#### **Styles for Proposals that should NOT be used:**

This is what Times New Roman looks like in 12-point and spaced at one and three quarters. This is NOT one of the approved type sizes and styles that you should use on the application.

This is what Times New Roman looks like in 12-point and spaced at one and a half. This is NOT one of the approved type sizes and styles that you should use on the application.

This is what Times New Roman looks like in 12-point and single-spaced. This is NOT one of the approved styles that you should use on the application.

#### **More examples:**

This is Times New Roman 12-point and is the only font size that should be used.

This is Times New Roman 12-point condensed by .5 and should not be used.

This is Times New Roman 12-point condensed by .2 and should not be used.

This is Times New Roman 12-point scaled at 90% and should not be used.

This is Times New Roman 12-point scaled at 95% and should not be used.

***The Template for Goals and Objectives should be single spaced in Times New Roman, standard style, in 12-point type. Other charts are allowable ONLY if used to clearly demonstrate numerical data or schedules. Charts should be single spaced and should be in Times New Roman, standard style, in 12-point type.***

## Requirements of GEPA 427

The purpose of this enclosure is to inform you about a provision in the U.S. Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Pub. L.103-382).

### To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **All applicants for new awards must include information in their applications to address this new provision in order to receive funding under this program.**

### What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs.

This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers might prevent your students, teachers, etc. from such access or participation in, the Federally funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

### What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

- 1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.
- 2) An applicant that proposes to develop instructional materials for classroom use might describe how it would make the materials available on audiotape or in Braille for students who are blind.
- 3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

NYS Office of Children and Family Services

Regional Offices

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## New York City 21<sup>st</sup> Century Grant Managers

### **Brooklyn East (Districts 13 – 16, 19, 23, 32)**

|                |                    |              |  |
|----------------|--------------------|--------------|--|
| 13, 19, 23, 32 | Rosemarie Sinclair | 718-935-3295 | <a href="mailto:RSincla@schools.nyc.gov">RSincla@schools.nyc.gov</a> |
| 14, 15, 16     | Delia Loney        | 718-935-3315 | <a href="mailto:DLoney@schools.nyc.gov">DLoney@schools.nyc.gov</a>   |

### **Bronx (District 7 – 12)**

|           |               |              |  |
|-----------|---------------|--------------|--|
| 7, 9, 10  | Trenia Parham | 718-741-7679 | <a href="mailto:TParham2@schools.nyc.gov">TParham2@schools.nyc.gov</a>   |
| 8, 11, 12 | Robin Frazier | 718-741-5422 | <a href="mailto:RFrazier2@schools.nyc.gov">RFrazier2@schools.nyc.gov</a> |

### **Manhattan (Districts 1 – 6)**

|         |                |              |  |
|---------|----------------|--------------|--|
| 1, 2, 4 | Michelle Rosa  | 917-339-1716 | <a href="mailto:MRosa2@schools.nyc.gov">MRosa2@schools.nyc.gov</a>             |
| 3, 5, 6 | David Anderson | 212-356-3910 | <a href="mailto:DAAnderson15@schools.nyc.gov">DAAnderson15@schools.nyc.gov</a> |

### **Queens (Districts 24 – 30)**

|               |              |              |  |
|---------------|--------------|--------------|--|
| 24 through 30 | Robert Davis | 718-935-4365 | <a href="mailto:RDavis20@schools.nyc.gov">RDavis20@schools.nyc.gov</a> |
|---------------|--------------|--------------|--|

### **Brooklyn West (Districts 17, 18, 20, 21, 22)**

|            |                |              |  |
|------------|----------------|--------------|--|
| 17, 18, 22 | Elida Martes   | 718-758-7733 | <a href="mailto:EMartes@schools.nyc.gov">EMartes@schools.nyc.gov</a>   |
| 20, 21     | Audrey Tindall | 718-758-7617 | <a href="mailto:ATindall@schools.nyc.gov">ATindall@schools.nyc.gov</a> |

### **Staten Island (District 31)**

|    |              |              |  |
|----|--------------|--------------|--|
| 31 | Lydia Guerin | 718-420-5655 | <a href="mailto:LGuerin@schools.nyc.gov">LGuerin@schools.nyc.gov</a> |
|----|--------------|--------------|--|

### **Senior Program Manager – David Dianora**

|              |  |
|--------------|--|
| 917-339-1745 | <a href="mailto:DDianora@schools.nyc.gov">DDianora@schools.nyc.gov</a> |
|--------------|--|

## 21<sup>st</sup> Century Community Learning Centers Performance Indicators

*GOAL: To enable public elementary and secondary schools to plan, implement, or expand extended learning opportunities for the benefit of the educational, health, social service, cultural, and recreational needs of students and their families.*

**Objective 1 – 21<sup>st</sup> Century Community Learning Centers will offer a range of high-quality educational, developmental, and recreational services for students and their families.**

**1.1 Core educational services.** 100% of Centers will offer high quality services in core academic areas, e.g., reading and literacy, mathematics, and science.

**1.2 Enrichment and support activities.** 100% of Centers will offer enrichment and support activities such as nutrition and health, art, music, technology, and recreation.

**1.3 Community involvement.** Centers will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementing, and sustaining programs.

**1.4 Services to parents and other adult community members.** 100% of Centers will offer services to parents of participating children.

**1.5 Extended hours.** More than 75% of Centers will offer services at least 15 hours a week on average and provide services when school is not in session, such as during the summer and holidays.

**Objective 2 – Students participating in 21<sup>st</sup> Century Community Learning Centers programs will demonstrate educational and social benefits and exhibit positive behavioral changes.**

**2.1 Achievement.** Students regularly participating in the program will show continuous improvement in achievement through measures such as test scores, grades, and/or teacher reports.

**2.2 Behavior.** Students participating in the program will show improvements on measures such as school attendance, classroom performance, and decreased disciplinary actions or other adverse behaviors.

### Template for Goals and Objectives Based on 21<sup>st</sup> Century Community Learning Centers Performance Indicators

The template below provides both the structure and focus to assist grantees in planning activities that are aligned with the performance indicators for the federal 21<sup>st</sup> Century Community Learning Centers objectives. **Copy the template, without the instructions, into the body of the program narrative.** Completed, it will count toward the allowed 35 pages.

- Insert your own program objectives below each sub-objective. If you have more than one for each sub-objective, they should be numbered 1.1-1, 1.1-2., etc.
- *Activity* should include a brief description of the activity and identify the number of days, sessions or hours that it will be offered.
- *Performance indicator(s) of success* is the desired outcome, such as “85% of the students will improve at least one half grade level in math.”
- *How it will be measured* is the mechanism(s) that will be used to determine if the performance indicator(s) of success has been met, such as “NYS Regents and standardized tests.”

|  |                                     |                         |
|--|-------------------------------------|-------------------------|
| <b>Objective 1: 21<sup>st</sup> Century Community Learning Centers will offer a range of high-quality educational, developmental, and recreational services for students and their families.</b>   |                                     |                         |
| <b><i>Sub-Objective 1.1: Core educational services. 100% of Centers will offer high quality services in core academic areas, e.g., reading and literacy, mathematics, and science.</i></b>   |                                     |                         |
| <b>Program Objective 1.1-1:</b>  |                                     |                         |
| Activities to Support This Program Objective   | Performance Indicator(s) of Success | How It Will Be Measured |
|  |                                     |                         |
| <b><i>Sub-Objective 1.2: Enrichment and support activities. 100% of Centers will offer enrichment and youth development activities such as nutrition and health, art, music, technology and recreation.</i></b>                                      |                                     |                         |
| <b>Program Objective 1.2-1:</b>  |                                     |                         |
| Activities to Support This Program Objective   | Performance Indicator(s) of Success | How It Will Be Measured |
|  |                                     |                         |
| <b><i>Sub-Objective 1.3: Community Involvement. 100% of Centers will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementing and sustaining programs.</i></b> |                                     |                         |
| <b>Program Objective 1.3-1:</b>  |                                     |                         |
| Activities to Support This Program Objective   | Performance Indicator(s) of Success | How It Will Be Measured |
|  |                                     |                         |

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|--|-------------------------------------|-------------------------|
| <b><u>Sub-Objective 1.4:</u> Services to parents and other adult community members. 100% of Centers will offer services to parents of participating children.</b>  |                                     |                         |
| <b>Program Objective 1.4-1:</b>  |                                     |                         |
| Activities to Support This Program Objective   | Performance Indicator(s) of Success | How It Will Be Measured |
|  |                                     |                         |
| <b><u>Sub-Objective 1.5:</u> Extended hours. More than 75% of Centers will offer services at least 15 hours a week on average and provide services when school is not in session, such as during the summer and on holidays.</b> |                                     |                         |
| <b>Program Objective 1.5-1:</b>  |                                     |                         |
| Activities to Support This Program Objective   | Performance Indicator(s) of Success | How It Will Be Measured |
|  |                                     |                         |

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|---|-------------------------------------|-------------------------|
| <b>Objective 2: Participants of 21<sup>st</sup> Century Community Learning Center Programs will demonstrate educational and social benefits and exhibit positive behavioral changes.</b>  |                                     |                         |
| <b><u>Sub-Objective 2.1:</u> Achievement. Students regularly participating in the program will show continuous improvement in achievement through measures such as test scores, grades and/or teacher reports.</b>                        |                                     |                         |
| <b>Program Objective 2.1 – 1:</b>   |                                     |                         |
| Activities to Support This Program Objective  | Performance Indicator(s) of Success | How It Will Be Measured |
|   |                                     |                         |
| <b><u>Sub-Objective 2.2:</u> Behavior. Regular attendees in the program will show continuous improvements on measures such as school attendance, classroom performance and decreased disciplinary actions or other adverse behaviors.</b> |                                     |                         |
| <b>Program Objective 2.2 – 1:</b>   |                                     |                         |
| Activities to Support This Program Objective  | Performance Indicator(s) of Success | How It Will Be Measured |
|   |                                     |                         |

| 1. <b>Executive Summary</b> (4 points)  | Very Good   | Good  | Fair   | Weak   |
|---|---|---|--|--|
| <p><i>Applicant should provide a summary of the 21<sup>st</sup> CCLC program’s proposed mission, identified key partnership organizations, targeted students and family participants, key design elements and other unique characteristics of the program. Discuss the school(s) and community partner(s) capacity to effectively support and oversee the community learning centers grant. The executive summary should be suitable for sharing by NYSED with the general public including essential stakeholders such as families, students, schools and community.</i></p> |   |   |  |  |
| <p><b>a. The summary provides a compelling 1-2 sentence mission statement that defines the proposed 21st CCLC program. (1 point)</b></p>  | <p>A clear and compelling 1-2 sentence mission statement that defines the proposed 21st CCLC program is provided.</p>   | <p>A compelling 1-2 sentence mission statement that defines the proposed 21st CCLC program is provided.</p>   | <p>A general 1-2 sentence mission statement that minimally defines the proposed 21st CCLC program is provided.</p>   | <p>The mission statement is vague and does not define the proposed 21st CCLC program.</p>  |
| <p><b>b. The summary identifies reasons for selecting the target population. (1 point)</b></p>  | <p>Specific reasons for selecting the target population are identified.</p>   | <p>General reasons for selecting the target population are identified.</p>  | <p>Few general reasons for selecting the target population are identified.</p>   | <p>Few reasons are identified that relate to selecting the target population.</p>  |
| <p><b>c. The summary outlines the program’s key design elements and unique characteristics that address the needs of the target population and the community in which children live and go to school. (1 point)</b></p>   | <p>Key design elements and unique characteristics that address the needs of the target population and the community in which children live and go to school are clearly summarized.</p> | <p>Key design elements and unique characteristics that address the needs of the target population and the community in which children live and go to school are generally summarized.</p> | <p>Key design elements and general characteristics of the proposed program that address the needs of the target population and the community in which children live and go to school are summarized.</p> | <p>Minimal design elements and general characteristics of the proposed program that address the needs of the target population and the community in which children live and go to school are summarized.</p> |
| <p><b>d. The summary includes a persuasive explanation of the school and partner organization’s capacity to effectively support and oversee the 21<sup>st</sup> CCLC program. (1 point)</b></p>   | <p>A detailed and persuasive explanation of the school and partner organization’s capacity to effectively support and oversee the 21<sup>st</sup> CCLC program is provided.</p>         | <p>A basic yet persuasive explanation of the school and partner organization’s capacity to effectively support and oversee the 21<sup>st</sup> CCLC program is provided.</p>              | <p>A general explanation of the school and partner organization’s capacity to effectively support and oversee the 21<sup>st</sup> CCLC program is provided.</p>  | <p>A minimal and vague explanation of the school and partner organization’s capacity to effectively support and oversee the 21<sup>st</sup> CCLC program is provided.</p>                                    |

| 2. <u>Need for Project</u>   | Very Good   | Good   | Fair   | Weak   |
|--|---|--|--|--|
| <p><i>Applicant should describe the population to be served by the program and discuss how the proposed program will offer educational and enrichment opportunities to students and families that are currently not available. The characteristics of the population and community to be served are essential factors that inform the design of a successful 21<sup>st</sup> CCLC expanded and extended learning time program, ultimately driving support for student enrollment in the program.</i></p> |   |  |  |  |
| <p><b>a. The narrative describes the community where the target population of students and their families live and go to school. Include the reason for the selection of the community and the applicant group’s ability to serve this particular community, as well as the value of the proposed program in the identified community. (3 points)</b></p>  | <p>The narrative gives a clear and detailed description of the community where the target population lives and goes to school. The reason for the selection of the community and the applicant group’s ability to serve this particular community is based on local research and data that directly links to the value of the proposed program in the identified community.</p> | <p>The community and target population is described in some detail. The reason for the selection of the community and the applicant group’s ability to serve this particular community is based on local research and data that generally addresses the value of the proposed program in the identified community.</p> | <p>The target population is described in minimal detail. The reason for the selection of the community and the applicant group’s ability to serve this particular community is not based on local research and data and minimally addresses the value of the proposed program in the identified community.</p> | <p>The target population is described in minimal detail. There is no correlation between the reason for the selection of the community and the applicant group’s ability to serve this particular community, or value of the proposed program in the identified community.</p> |

|   |  |  |  |  |
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| <p><b>b. The narrative identifies the specific population of students to be served, and any unique needs by sub-group such as students with disabilities, English language learners, and socioeconomic status. Provide current and specific cited data to strongly document each of those needs. Data sources may include, but are not limited to, academic achievement, percentage of students eligible for free and/or reduced lunch, percentage and/or rapid growth of limited English proficient students, attendance, incidence of risky behaviors and dropout rates. (3 points)</b></p> | <p>The narrative identifies specific needs of the children to be served and draws upon a broad scope of current and specific cited data to document the needs of the students.</p> | <p>Current data are used to identify and describe the different areas of need in general for students, and how the program will address those needs.</p> | <p>Not all the data used to identify and describe the different needs of students are current.</p> | <p>Identified needs are not well documented and are not consistent with the description of the student population.</p> |
|---|--|--|--|--|

|   |  |  |  |   |
|---|--|--|--|---|
| <p><b>c. The narrative identifies specific needs of the children’s families to be served. The applicant provides current and specific cited data that strongly documents each of those needs. Data sources may include, but are not limited to, poverty rates, literacy rates and education levels in the community. (2 points)</b></p> | <p>The narrative identifies specific needs of the children’s families to be served and provides current and specific cited data that strongly document each of those needs.</p>  | <p>Current data are used to identify and describe the different areas of need in general for students’ families and how the program will address those needs.</p>  | <p>Not all the data used to identify and describe the different needs of the families are current.</p>   | <p>Identified needs are not well documented and are not consistent with the description of the community’s population.</p>  |
| <p><b>d. The narrative describes current gaps in community services and opportunities, and how the 21<sup>st</sup> CCLC program will provide services and activities that are not currently available to the target population to be served. (2 points)</b></p>   | <p>The narrative describes in detail the current gaps in community services and opportunities. Concrete information is given regarding how the program will provide services and activities that are not currently available to students and families.</p> | <p>The narrative describes in detail the current gaps in community services and opportunities. Concrete information is given but in minimal detail regarding how the program will provide services and activities that are not currently available to students and families.</p> | <p>The narrative generally describes the current gaps in community services and opportunities. Information provided about services and activities that are not currently available to students and families is more general and more limited in scope.</p> | <p>The narrative mentions the current gaps in community services and opportunities in minimal terms. Information does not provide a clear picture of services and activities that are not currently available to students and families.</p> |

| <b>3. Key Elements of Program Design (21 points)</b>  | <b>Very Good</b>   | <b>Good</b>  | <b>Fair</b>  | <b>Weak</b>   |
|---|--|--|--|---|
| <p><i>Applicant should provide a description of the proposed program that implements the purposes described in Title IV, Part B of the Elementary and Secondary Education Act for the 21st Century Community Learning Centers (21<sup>st</sup> CCLC) program, as authorized under as amended by the No Child Left Behind Act of 2001. Specifically, the proposal should describe how the program design links program activities, content, and goals and objectives with the identified needs of the students and their families. Include key elements of the program design that are innovative or unique to the program’s mission and goals and are core to the program’s overall design.</i></p> |  |  |  |   |
| <p><b>a. Template for Goals and Objectives (Appendix 8) is based on the 21<sup>st</sup> Century Performance Indicators (Appendix 7). Template clearly states the program’s objectives, activities, performance indicators and measures for each. (6 points)</b></p>   | <p>Goals and objectives of the proposed project listed in the Template are very clearly stated in measurable terms, and are clearly linked to the specific needs of students and their families. Performance indicators and measures are well suited to assess progress toward achieving the objectives.</p> | <p>Goals and objectives are clear and measurable but the activities, performance indicators and measures, and links to student and family needs are not as strongly aligned with them in order to assess progress toward achieving them.</p> | <p>More explanation is needed to fully understand how the performance goals and objectives are connected to the activities, performance indicators and measures, and needs of students and families.</p> | <p>Goals and objectives may not be stated clearly or may not be measurable. Performance indicators and measures may not be appropriate to assess the progress toward achieving the goals and objectives. Links to student and family needs are not clear or measurable.</p> |

| <b>3. Key Elements of Program Design (21 points)</b>  | <b>Very Good</b>   | <b>Good</b>  | <b>Fair</b>  | <b>Weak</b>  |
|---|--|--|--|--|
| <p><b>b. The narrative describes the key features that are core to the program’s overall design and demonstrate how the design elements will serve the diverse needs of all students. Narrative presents evidence of success if drawing on existing models, or presents research or other information that supports the efficacy of the proposed program design if the program design does not have a precedent. (4 points)</b></p> | <p>Specific key features are provided that are core to the program’s overall design and demonstrate how the design elements will serve the diverse needs of all students are given. The proposal presents concrete evidence of success if drawing on existing models, or presents current research or other information that supports the efficacy of the proposed program design if the program design does not have a precedent.</p> | <p>An overview of key features is provided that are core to the program’s overall design and demonstrate how the design elements will serve the diverse needs of all students. The proposal presents evidence of success if drawing on existing models, or presents current research or other information that supports the efficacy of the proposed program design if the program design does not have a precedent.</p> | <p>Minimal detail is provided that relates to the program’s overall design and demonstrate how the design elements will serve the diverse needs of all students are given. The proposal does not present evidence of success if drawing on existing models, or presents minimal or outdated research or other information that supports the efficacy of the proposed program design if the program design does not have a precedent.</p> | <p>Minimal information is provided that relates to the program’s overall design and demonstrate how the design elements will serve the diverse needs of all students are given. The proposal does not present evidence of success if drawing on existing models, or other information that supports the efficacy of the proposed program design if the program design does not have a precedent.</p> |

| <b>3. Key Elements of Program Design (21 points)</b>  | <b>Very Good</b>  | <b>Good</b>   | <b>Fair</b>  | <b>Weak</b>  |
|---|---|---|--|--|
| <p><b>c. Narrative describes how the activities will be aligned and coordinated with the regular school day and school day teachers, New York State Learning Standards, including the Common Core, and how program activities will support school and district goals, and Regent’s Reform priority for college and career readiness. (3 points)</b></p> | <p>Specific strategies are in place for the program to communicate and collaborate with the regular school day teachers on an ongoing basis to enrich the program through a clear the alignment with the school-day curriculum. Proposal includes a detailed plan for aligning programming to the New York State Learning Standards, including the Common Core, and clearly describes how program activities will support school and district goals, and Regent’s Reform priority for college and career readiness.</p> | <p>Anticipates specific strategies for the program to communicate and collaborate with the regular school day teachers on an ongoing basis to enrich the program through a clear the alignment with the school-day curriculum. Anticipates a plan for aligning programming to the New York State Learning Standards, including the Common Core, and describes how program activities will support school and district goals, and Regent’s Reform priority for college and career readiness.</p> | <p>Identifies a general approach for the program to communicate and collaborate with the regular school day teachers to enrich the program by aligning it with the school-day curriculum, and aligning programming to the New York State Learning Standards, including the Common Core, and generally describes how program activities may support school and district goals, and Regent’s Reform priority for college and career readiness.</p> | <p>Approach is vaguely identified for the program to communicate and collaborate with the regular school day teachers, minimal information is provided on aligning programming to the New York State Learning Standards, including the Common Core, and minimal information how program activities may support school and district goals, and Regent’s Reform priority for college and career readiness.</p> |

| <b>3. Key Elements of Program Design (21 points)</b>   | <b>Very Good</b>  | <b>Good</b>  | <b>Fair</b>  | <b>Weak</b>   |
|--|---|--|--|---|
| <b>d. Narrative describes how the NYS Guidelines for Social and Emotional Development and Learning will be reflected in opportunities for youth development and enrichment through hands-on project based activities, service learning, and other experiences not typically offered in the traditional classroom setting. (3 points)</b> | Specific strategies are in place for the program to incorporate the NYS Guidelines for Social and Emotional Development and Learning when developing opportunities for youth development and enrichment through hands-on project based activities, service learning and other experiences not typically offered in the traditional classroom setting. | Anticipates specific strategies for the program to incorporate the NYS Guidelines for Social and Emotional Development and Learning when developing opportunities for youth development and enrichment through hands-on project based activities, service learning and other experiences not typically offered in the traditional classroom setting. | Identifies a general approach for the program to incorporate the NYS Guidelines for Social and Emotional Development and Learning to be minimally reflected in developing opportunities for youth development and enrichment through hands-on project based activities, service learning and other experiences not typically offered in the traditional classroom setting. | Approach is vaguely identified for the program to incorporate the NYS Guidelines for Social and Emotional Development and Learning in developing opportunities for youth development and enrichment through hands-on project based activities, service learning and other experiences not typically offered in the traditional classroom setting. |
| <b>e. Narrative describes how students and parents have been meaningfully involved in the planning design, including how students and parents will have ongoing, meaningful planning involvement throughout the duration of the program. (2 points)</b>  | The proposal clearly defines the roles of students and parents as partners in the program and describes specific opportunities for their meaningful involvement in the planning, implementation and for the duration of the program.  | The proposal generally defines the roles of students and parents as partners in the program and describes in less detail the opportunities for their meaningful involvement in the planning, implementation and for the duration of the program.   | The roles of parents and students as partners in the program are not clear. Few strategies for their meaningful involvement are identified.  | There is little evidence that parents and students have an integral role in planning and implementation of the program.   |

| <b>3. Key Elements of Program Design (21 points)</b>   | <b>Very Good</b>  | <b>Good</b>  | <b>Fair</b>   | <b>Weak</b>   |
|--|---|--|---|---|
| <p><b>f. Narrative describes how families of participants will be provided ongoing opportunities for literacy and related educational development, as well as meaningful opportunities to be active participants in student experiences in ways that deepen their connections to curriculum, teaching and learning, and the programs in which their children participate. (3 points)</b></p> | <p>The proposal clearly describes plans and a detailed schedule of literacy and related educational development opportunities for families of participants.</p> | <p>The proposal describes general plans and schedule of literacy and related educational development opportunities for families of participants.</p> | <p>The proposal describes a general plan, with no schedule, of literacy and related educational development opportunities for families of participants.</p> | <p>There is little evidence of literacy and related educational development opportunities for families of participants.</p> |

| <b>4. Use of Time (10 points)</b>  | <b>Very Good</b>   | <b>Good</b>   | <b>Fair</b>  | <b>Weak</b>  |
|--|--|---|--|--|
| <p><i>Applicant should describe how the use of time in the 21st CCLC program best meets the identified needs of students and their families and leverages student interest to have positive impacts on attendance, engagement, and academics, all of which are critical to student success. Present a clear scheduling plan that ensures the integration of academics, enrichment, and skill development through hands-on experiences that make learning relevant and engaging. Include key strategies for recruitment and retention of program participants</i></p> |  |   |  |  |
| <p><b>a. Narrative explains how the proposed use of time reflects the specific needs of the target population to be served in a way that matches students’ needs with their interests, and results in positive impacts on attendance, engagement, and academics. (3 points)</b></p>  | <p>Concrete details are included to explain how the proposed use of time reflects the specific needs of the target population to be served in a way that matches students’ needs with their interests, resulting in positive impacts on attendance, engagement, and academics.</p> | <p>Generalized details are included to explain how the proposed use of time reflects the specific needs of the target population to be served in a way that matches students’ needs with their interests, resulting in positive impacts on attendance, engagement, and academics.</p> | <p>General references are made to explain how the proposed use of time reflects the specific needs of the target population to be served in a way that matches students’ needs with their interests, resulting in positive impacts on attendance, engagement, and academics.</p> | <p>Minimal reference is made to explain how the proposed use of time reflects the specific needs of the target population to be served in a way that matches students’ needs with their interests, resulting in positive impacts on attendance, engagement, and academics.</p> |
| <p><b>b. Narrative presents the proposed weekly schedule for each site with times, including program time during school hours if utilizing this option, and locations. Include scheduling for vacation or summer programs. (2 points)</b></p>  | <p>A detailed weekly schedule of activities is included in the proposal, with times, locations, percentage of program time during the school day if utilizing this option, and program scheduling for vacation and summer if part of the program.</p>                              | <p>A basic weekly schedule of activities is included in the proposal, with times, locations, percentage of program time during the school day if utilizing the option, and program scheduling for vacation and summer if part of the program.</p>                                     | <p>Weekly schedule is general, and does not contain information on programming during the school day, if utilizing this option.</p>  | <p>Weekly schedule is vague and incomplete.</p>  |

| <b>4. Use of Time (10 points)</b>   | <b>Very Good</b>  | <b>Good</b>   | <b>Fair</b>  | <b>Weak</b>  |
|---|---|---|--|--|
| <p><b>c. Narrative describes procedures for taking attendance of individual students on a daily basis. Provide a plan for keeping student attendance by time in each activity to meet or exceed the 21<sup>st</sup> CCLC legislative intent of a minimum of 90 hours per year (30 days per year for three hours per day). Applicants choosing to utilize the 21<sup>st</sup> CCLC program to expand learning time in by a minimum of 200 student contact hours per year in a Priority school must document procedures for monitoring program attendance during the school day. (3 points)</b></p> | <p>Procedures are clearly defined and in place to account for students' attendance on a daily basis by activity, including strategies to meet or exceed the legislative intent of a minimum of 90 hours per year (30 days per year for 3 hours per day). Proposed program presents a detailed plan and schedule to expand learning time in by a minimum of 200 student contact hours per year, and for monitoring program attendance during the school day.</p> | <p>Procedures are discussed but not yet finalized to account for students' attendance on a daily basis by activity, and strategies for meeting the legislative intent of a minimum of 90 hours per year (30 days per year for 3 hours per day). Proposed program presents a general plan and schedule to expand learning time in by a minimum of 200 student contact hours per year, and for monitoring program attendance during the school day.</p> | <p>Procedures are still in the general planning stage for taking attendance on a daily basis by activity and development of meeting the legislative intent of a minimum of 90 hours per year (30 days per year for 3 hours per day). Proposed program presents a vague plan and schedule to expand learning time in by a minimum of 200 student contact hours per year. Does not include the system for monitoring program attendance during the school day.</p> | <p>There is little assurance that the program will have the capacity to account for students' attendance on a daily basis by activity, or to meet the legislative intent of a minimum of 90 hours per year (30 days per year for 3 hours per day). Proposed program presents a vague plan but not a schedule to expand learning time in by a minimum of 200 student contact hours per year. Does not include the system for monitoring program attendance during the school day.</p> |
| <p><b>d. Narrative describes plans for recruitment and retention of students in the program and expectations for regular attendance of students, based on research and best practice. (2 points)</b></p>  | <p>Plans for recruiting, and retention of students are clearly outlined and in place. Expectations for regular attendance are specific and are clearly framed by research and best practice.</p>  | <p>The proposal describes plans that are not yet finalized for recruitment and retention of students and establishing regular attendance requirements. Some relation to research and best practice is referenced.</p>   | <p>Plans for recruitment and retention of students are general. Regular attendance requirements in relation to research and best practice are not discussed in detail.</p>   | <p>The proposal does not specify planning for recruitment and retention of students and has minimal expectations for their attendance.</p>   |

| <b>5. <u>Program Management</u><br/>(10 points)</b>   | <b>Very Good</b>   | <b>Good</b>  | <b>Fair</b>  | <b>Weak</b>  |
|---|--|--|--|--|
| <b>a. Narrative describes the provisions that have been made to access individual student records and share individual and aggregated student data for the purpose of program evaluation, as well as the parental consent process to be used in adhering to privacy protections. (3 points)</b> | Proposed program has already determined with the school how individual student records will be accessed and how student data will be shared for the purpose of program evaluation, and has already developed a process for receiving parental consent. | Proposed program has a general plan in place for accessing individual student records and sharing student data for the purpose of program evaluation, and has a general plan for getting parental consent. | Proposed program anticipates a plan for accessing student records for the purpose of program evaluation, and for obtaining parental consent.   | Minimal provision is addressed for accessing student records and obtaining parental consent.   |
| <b>b. Narrative describes how the program will meet health, nutrition and safety needs of the students as well as how students will travel safely to and from the center and home. (2 points)</b>   | Proposal includes specific detail of how health, nutrition and safety needs of students will be met, and includes a detailed plan of how students will travel safely from the program to home.   | Proposal includes general information of how health, nutrition and safety needs of students will be met, and includes a general plan for how students will travel safely from the program to home.         | Proposal includes a few overall plans of how health, nutrition and safety needs of students may be met, and includes a proposed plan for how students will travel safely from the program to home. | Proposal includes a vague mention of how health, nutrition and safety needs of students may be met, and has no concrete plan for how students will travel safely from the program to home. |

| <b>5. Program Management (10 points)</b>   | <b>Very Good</b>   | <b>Good</b>   | <b>Fair</b>   | <b>Weak</b>   |
|--|--|---|---|---|
| <p><b>c. Narrative describes how the program will ensure equitable access to and meet the needs of special populations (e.g., students with disabilities, English language learners). <i>Note: This is a GEPA requirement, see Appendix 4.</i> Also describe how the program will disseminate information about the center (including its location) to the community in a manner that is understandable and accessible. (2 points)</b></p> | <p>Proposal identifies specific strategies to address the needs of each of the special populations of students who may attend the program. Proposal also identifies the steps that will be taken to disseminate program information to families and the community in a manner that is understandable and accessible.</p> | <p>Proposal clearly but more generally describes the efforts that will be made to meet the needs of special populations and how program information will be made available to the families and the community.</p> | <p>The efforts described could be more organized and include more outreach.</p> | <p>Proposal includes few if any efforts to ensure equitable access of special populations to participate in the program or disseminate program information to families and the community in a manner that is understandable and accessible.</p> |

| <b><u>5. Program Management</u></b><br><b>(10 points)</b>  | <b>Very Good</b>  | <b>Good</b>  | <b>Fair</b>   | <b>Weak</b>  |
|--|---|--|---|--|
| <p><b>d. Narrative describes the plan to provide ongoing relevant professional development and collaborative planning time for teachers, program staff and community partners which is directly aligned with the goals and objectives to promote quality programming, school and district goals, and the Regent’s Reform priority for college and career readiness. (3 points)</b></p> | <p>Proposal includes a detailed plan and schedule to provide ongoing professional development and collaborative planning time for teachers, program staff and community partners which is directly aligned with the goals and objectives to promote quality programming, social emotional development and learning, school and district goals, and the Regent’s Reform priority for college and career readiness.</p> | <p>Proposal includes a general plan and schedule to provide ongoing professional development and collaborative planning time for teachers, program staff and community partners which is directly aligned with the goals and objectives to promote quality programming, social emotional development and learning, school and district goals, and the Regent’s Reform priority for college and career readiness.</p> | <p>Proposal describes a general plan and schedule, yet to be developed, to provide ongoing professional development and collaborative planning time for teachers, program staff and community partners which is directly aligned with the goals and objectives to promote quality programming, social emotional development and learning, school and district goals, and the Regent’s Reform priority for college and career readiness.</p> | <p>Proposal mentions a vague plan without a schedule, and yet to be developed, to provide professional development and collaborative planning time for teachers, program staff and community partners which is directly aligned with the goals and objectives to promote quality programming, social emotional development and learning, school and district goals, the Regent’s Reform priority for college and career readiness.</p> |

| <b>6. <u>Quality of Program Evaluation</u><br/>(10 points)</b>  | <b>Very Good</b>  | <b>Good</b>   | <b>Fair</b>  | <b>Weak</b>   |
|---|---|---|--|---|
| <i>Applicant should present a comprehensive program level evaluation plan that enables ongoing program assessment and quality improvement following the requirements detailed in the NYS 21<sup>st</sup> CCLC Evaluation Manual. Describe how evaluation is aligned with the goals, measurable objectives and the expected outcomes of the proposed program and the current Performance Indicators for all 21st Century Community Learning Centers. Explain how students and families will have meaningful involvement throughout the evaluation process to enhance stakeholder investment.</i> |   |   |  |   |
| <b>a. Narrative describes how the data and evaluation plan are aligned with the goals, measurable objectives and the expected outcomes of the proposed program and the current Performance Indicators for all 21st Century Community Learning Centers. (2 points)</b>   | The proposal clearly details how the data and evaluation are aligned with the goals, measurable objectives and the expected outcomes of the proposed program and the current Performance Indicators for all 21st Century Community Learning Centers.  | The proposal includes general information regarding how the data and evaluation are aligned with the goals, measurable objectives and the expected outcomes of the proposed program and the current Performance Indicators for all 21st Century Community Learning Centers.                             | The proposal includes some general information regarding data and evaluation, but includes minimal information on how goals and objectives are aligned with the goals of the proposed program and the current Performance Indicators for all 21st Century Community Learning Centers.            | The proposal places little emphasis on evaluation, measurable objectives and outcomes.  |
| <b>b. Narrative describes how information gained from the evaluation will be used to monitor progress and guide ongoing efforts for continuous program improvement which is aligned with the goals of partnering schools, districts and the Regent’s Reform priority for college and career readiness. (2 points)</b>   | Includes a detailed plan of how specific information gained from the evaluation will be used to monitor progress and guide ongoing efforts for continuous program improvement which is aligned with the goals of partnering schools, districts and the Regent’s Reform priority for college and career readiness. | Includes a general plan of how information gained from the evaluation will be used to monitor progress and guide ongoing efforts for continuous program improvement which is aligned with the goals of partnering schools, districts and the Regent’s Reform priority for college and career readiness. | Includes some general information about how overall evaluation will be used to monitor progress and guide ongoing efforts for continuous program improvement which is aligned with the goals of partnering schools, districts and the Regent’s Reform priority for college and career readiness. | Includes minimal, vague information on how evaluation will be used to monitor progress and guide ongoing efforts for continuous program improvement which is aligned with the goals of partnering schools, districts and the Regent’s Reform priority for college and career readiness. |

| <b>6. <u>Quality of Program Evaluation</u> (10 points)</b>   | <b>Very Good</b>  | <b>Good</b>  | <b>Fair</b>   | <b>Weak</b>  |
|--|---|--|---|--|
| <b>c. Narrative indicates how students and families will have meaningful involvement throughout the evaluation process. (2 points)</b>   | Clearly describes specific types of involvement that students and families will have throughout the evaluation process.   | More generally describes the types of involvement that students and families will have throughout the evaluation process.  | Provides a vague description of the roles and types of involvement that students and families will have throughout the evaluation process.  | There is little emphasis on or provision for involving students and parents in the evaluation process. |
| <b>d. Narrative describes how the NYSAN Quality Self-Assessment Tool will be used twice each year for self-assessment and planning for program improvement. (2 points)</b>   | Includes a detailed plan and schedule of how the NYSAN QSA will be used and how all project stakeholders will be involved in the process.   | Includes a general plan with schedule of how the NYSAN QSA will be used and how some project stakeholders will be involved in the process.   | Includes a general plan without a schedule of how the NYSAN QSA will be used, and how some project stakeholders will be involved in the process.  | Includes a minimal plan for using the QSA and does not discuss how stakeholders will be involved.      |
| <b>e. Narrative identifies and describes the qualifications of the external evaluator who will collect and analyze data to assess progress toward meeting the program's goals and objectives, utilizing the NYS 21<sup>st</sup> CCLC Evaluation Manual. (2 points)</b> | Specifically identifies the person and/or organization that will serve as the external evaluator. The evaluator's qualifications include recent experience in evaluating after school programs. Applicant demonstrates detailed knowledge and understanding of the 21 <sup>st</sup> CCLC Evaluation Manual. | Specifically identifies the person and/or organization that will serve as the external evaluator. The evaluator's experience may not include evaluation of after school programs but does include recent experience in evaluating educational programs. Applicant demonstrates general knowledge and understanding of the 21 <sup>st</sup> CCLC Evaluation Manual. | Specifically identifies the person and/or organization that will serve as the evaluator. The evaluator has little or no experience in evaluating after school or other educational programs. Applicant demonstrates minimal knowledge and understanding of the 21 <sup>st</sup> CCLC Evaluation Manual. | The evaluator is not identified. A general plan for evaluation is included, yet no specifics cited.    |

| <b><u>7. Organizational Leadership and Quality of Management Plan</u></b><br><b>(15 points)</b>  | <b>Very Good</b>   | <b>Good</b>  | <b>Fair</b>   | <b>Weak</b>  |
|--|--|--|---|--|
| <i>Applicant should describe the partnering agencies' capacity to administer a successful 21<sup>st</sup> CCLC grant program and experience in providing quality expanded learning opportunities for students and families. Discuss the proposed management structure and plan including key staff positions and program oversight. Explain how partnering organizations were chosen, and the unique contributions that each organization brings to the program. Present a preliminary sustainability plan that describes efforts to maintain the program when the 21<sup>st</sup> CCLC funding term ends.</i> |  |  |   |  |
| <b>a. Narrative describes the applicant agencies' experience or promise of success in providing 21<sup>st</sup> CCLC programs that enhance the academic performance, achievement and positive youth development of students, and involve the student's parents and families in the program. (4 points)</b>   | The applicant organization clearly demonstrates that the qualifications and experience, or promise of success are closely correlated to its ability to provide activities, enhance academic performance, foster positive youth development and involve the students' parents and families in the 21 <sup>st</sup> Century program. | The applicant organization's qualifications and experience, or promise of success are generally related to its ability to provide activities, enhance academic performance, foster youth development and involve the students' parents and families in the 21 <sup>st</sup> Century program. | The applicant organization's qualifications and experience, or promise of success do not strongly reflect its ability to provide activities, enhance academic performance, foster youth development and involve the students' parents and families in the 21 <sup>st</sup> Century program. | The applicant organization's qualifications and experience, or promise of success are not consistent with the expectations of a 21 <sup>st</sup> Century program to provide activities, enhance academic performance, foster youth development and involve the students' parents and families. |
| <b>b. Narrative describes the management structure and responsibilities of key staff positions and the recruitment and role of volunteers, including appropriately qualified seniors. (3 points)</b>   | The project's management structure is clearly defined and adequate. It includes descriptions of key staff positions. Describes how volunteers have a valued role in the program, and a recruitment plan for volunteers has been developed, including qualified seniors.  | The project's management structure is generally defined and includes descriptions of key staff positions. A recruitment plan for volunteers is included, including qualified seniors.  | The project's management structure is expressed in general terms. It may be excessive or inadequate for the program. It includes descriptions of key staff positions and a recruitment plan for volunteers, but may not include a plan for recruiting qualified seniors.                    | The project's management structure is not clearly defined. Descriptions of key staff positions are inadequate. There is no provision for the use of volunteers.  |

|   |   |  |  |  |
|---|---|--|--|--|
| <p><b>c. Narrative describes the role and responsibilities of each partnering agency for which there is a customized, signed partnership agreement. Explain how partnering organizations were chosen, and the unique contributions that each organization brings to the program. (3 points)</b></p> | <p>A <i>signed</i> Partnership Agreement for this project is included for each partner. The agreement thoroughly describes the roles and responsibilities of each partner, how the partners were chosen for their unique contributions to the program. The areas of responsibility described include participation in planning and implementing the program as well as provisions for effective, ongoing communication.</p> | <p>A <i>signed</i> Partnership Agreement for this project is included for each partner but provides less detail about the roles and responsibilities of each, and how the partners were chosen for their unique contributions to the program. The outlined areas of responsibility include participation in planning and implementing the program as well as effective, ongoing communication.</p> | <p>A <i>signed</i> Partnership Agreement for this project is included for each partner. However, the roles and responsibilities have not been adequately customized or individualized for each partner, and lacks detail about how the partners were chosen for their unique contributions to the program.</p> | <p><i>Signed</i> Partnership Agreements for this project are relatively identical for each partner.</p>  |
| <p><b>d. Narrative describes the planning process that partners will engage in, in advance of program implementation. (2 points)</b></p>  | <p>The planning process is clearly described with schedule of meetings, agenda outlines, and list of partners.</p>  | <p>The planning process is clearly described with general schedule of meetings and list of partners.</p>   | <p>The planning process is described with a general plan for future meetings, but lacks schedule details.</p>  | <p>The planning process is mentioned but has not been established.</p>   |
| <p><b>e. Narrative describes the composition, role and schedule of quarterly meetings of the program advisory committee that includes representation from program and partnering administrative staff, students, parents and community members. (2 points)</b></p>                                  | <p>Clearly describes the composition, valued role in success of the program, and regular schedule of meetings of the program advisory committee that includes representation from program and partnering administrative staff, students, parents and community members.</p>   | <p>Clearly describes the composition, valued role in success of the program, and regular schedule of meetings of the program advisory committee that includes representation from program and partnering administrative staff, students, parents and community members.</p>  | <p>The program advisory committee includes representation from program and partnering administrative staff, students, parents and community members. A schedule of meetings is not included and the role of the advisory committee is not addressed.</p>   | <p>The proposal has not established a program advisory committee or has established a committee that does not include all the appropriate representatives. A schedule of meetings is not included.</p> |

|   |   |   |   |   |
|---|---|---|---|---|
| <b>f. Narrative presents a preliminary sustainability plan that describes efforts to maintain the program when 21<sup>st</sup> CCLC funding ends.( 1 point)</b> | The proposal describes specific ways in which strategies are being developed to sustain the program at full capacity after 21 <sup>st</sup> Century funding ends. | The proposal describes how sustainability planning will be conducted to sustain the program at full capacity after 21 <sup>st</sup> Century funding ends. | The proposal mentions how sustainability planning will be conducted to sustain the program at limited capacity. | Plans for sustainability are vague or not specific. |
|---|---|---|---|---|

| <b>8. Adequacy of Resources (20 points)</b>   | <b>Very Good</b>   | <b>Good</b>   | <b>Fair</b>   | <b>Weak</b>   |
|---|--|---|---|---|
| <i>Applicant should explain how the program is cost-effective and purposeful, targets resources properly, and operates with a clear approach to program quality standards.</i>              |  |   |   |   |
| <b>a. Narrative demonstrates that program expenditures are reasonable and are primarily targeted to the provision of direct services to students. (4 points)</b>                            | Expenditures are reasonable within the program framework and, to the maximum extent possible, are targeted to the provision of direct services for youth.          | Expenditures are reasonable within the program framework, and are primarily targeted to the provision of direct services for youth. | Expenditures are weighted toward administration. A greater portion of the grant award should and could be targeted to the provision of direct services for youth. | Expenditures are heavily weighted toward administration and are not targeted to the provision of direct services for youth.                   |
| <b>b. Narrative describes the system for tracking costs that are allocated specifically for the 21<sup>st</sup> CCLC program. (2 points)</b>  | Clearly describes and identifies the system for tracking costs that are allocated specifically for the 21 <sup>st</sup> CCLC programs.                             | Describes the general system for tracking costs that are allocated specifically for the 21 <sup>st</sup> CCLC program.              | Gives a generalized overview for tracking costs that are allocated specifically for the 21 <sup>st</sup> CCLC program.  | Gives a minimal overview for tracking costs that are allocated specifically for the 21 <sup>st</sup> CCLC program.                            |
| <b>c. Narrative describes the partner agencies commitment of resources for the program, including, but not limited to, facilities, equipment, supplies and in-kind services. (4 points)</b> | Clearly identifies the commitment of specific resources needed for the program including, but not limited to facilities, equipment, supplies and in-kind services. | Identifies the commitment of most resources needed for the program including facilities, equipment, supplies and in-kind.           | Identifies only some of the resources committed for the program including facilities, equipment, supplies and in-kind.  | Identifies minimal commitment of resources needed for the program and does not address including facilities, equipment, supplies and in-kind. |

| <b>8. Adequacy of Resources (20 points)</b>   | <b>Very Good</b>  | <b>Good</b>  | <b>Fair</b>  | <b>Weak</b>  |
|---|---|--|--|--|
| <b>d. Narrative describes how federal, state and local funds will be combined or coordinated for the most effective use of public resources. (3 points)</b>   | Provides concrete examples of existing programs in the community (Federal, State and local), and how they will be accessed or coordinated for the most effective use of public resources for program success.   | Provides a more general explanation of how other federal, State or local programs and resources will be used to enhance and support this project.  | Provides a limited explanation as to how other federal, State or local programs and resources may be used to enhance and support this project.   | Provides minimal and vague information as to the availability of programs and resources that could be used to enhance and support this project.  |
| <b>e. Narrative describes the purpose of the allocation of funds to each budget category of the FS-10 Budget Form and how the budget adheres to mandatory funding caps for administration (10%), planning and professional development (5%), and evaluation (8%) and the provision of minimum direct service by lead agency (15%). Describe how Purchased Services are linked to the objectives and activities of the program. (8 points)</b> | The Narrative describes in clear detail the purpose of the allocation of funds to each budget category of the FS-10 Budget Form and clearly states how the budget adheres to mandatory funding caps for administration (10%), planning and professional development (5%), and evaluation (8%) and the provision of minimum direct service by lead agency (15%). The program narrative clearly describes how the items in Purchased Services are linked to the objectives and activities of the program. | The Narrative describes in general terms the purpose of the allocation of funds to each budget category of the FS-10 Budget Form and how the budget adheres to mandatory funding caps for administration (10%), planning and professional development (5%), and evaluation (8%) and the provision of minimum direct service by lead agency (15%). The program narrative describes in general how the items in Purchased Services are linked to the objectives and activities of the program. | The narrative includes less information about the use of funds in each budget category of the FS-10 budget and provides incomplete information about how the budget adheres to mandatory funding caps for administration (10%), planning and professional development (5%), and evaluation (8%) and the provision of minimum direct service by lead agency (15%). The link between the items in Purchased Services and the objectives and activities of the program is less clear. | The narrative does not contain the required information of each budget category of the FS-10 budget and how the budget adheres to mandatory funding caps for administration (10%), planning and professional development (5%), and evaluation (8%) and the provision of minimum direct service by lead agency (15%). The link between the items in Purchased Services and the objectives and activities of the program is not described. |

## Appendix 10

### New York State 21<sup>st</sup> Century Community Learning Centers

#### Round 6

### Priority School Certification Form

School Name \_\_\_\_\_

BEDS Code \_\_\_\_\_

Grade levels served \_\_\_\_\_ # of children to be served \_\_\_\_\_

School Principal \_\_\_\_\_

Email address \_\_\_\_\_

The Lead Applicant agrees to ensure that the Priority school named above will comply with the following, if utilizing 21<sup>st</sup> CCLC funds to meet expanded learning requirements:

- support the school's overall academic focus and ensure the integration of academic support, social and emotional outcomes including enrichment in music and art, and skill development of participants;
- accelerate and enrich learning in core academic subjects by making meaningful improvements to the quality of instruction and programming in support of school-wide achievement goals through hands-on experiences that make learning relevant and engaging;
- develop a meaningful partnership between the school and high-quality community partner who will interact directly with students and staff to offer a range of activities and enrichment opportunities that align with state standards, build student skills and interests, and deepen student engagement in school and learning in support of school-wide achievement goals, which promote higher attendance, reduce risk for retention or drop out, and promote graduation;
- actively address the unique learning needs and interests of all types of students, especially those who may benefit from approaches and experiences not offered in the traditional classroom setting;
- build a professional culture of leadership and collaboration (e.g., designated collaborative planning time for teachers, program staff and community partners), offering on-site targeted professional development focused on strengthening instructional practice and enrichment opportunities and meeting school-wide achievement goals;
- deliver instruction and enrichment activities in partnership with a community partner, with a goal of serving 50% of the target population;
- ensure that instruction in any core academic subject is delivered under the direction and/or supervision of a teacher who is certified in that particular subject area;
- use 21<sup>st</sup> CCLC funds to supplement, not supplant regular school day staffing and/or activities.

Composite Budget

| Applicant Name:                    |   |             |                 |                 |                |                     |                            |
|------------------------------------|---|-------------|-----------------|-----------------|----------------|---------------------|----------------------------|
| (NYSED Use Only) Applicant Number: |   |             |                 |                 |                |                     |                            |
| Expenditure Category               |   | Budget Code | Col A<br>Amount | Col B<br>Direct | Col C<br>Admin | Col D<br>Evaluation | Col E<br>Plan and Prof Dev |
| 1                                  | Salaries for Professional Personnel     | 15          |                 |                 |                |                     |                            |
| 2                                  | Salaries for Non-Professional Personnel | 16          |                 |                 |                |                     |                            |
| 3                                  | Purchased Services                      | 40          |                 |                 |                |                     |                            |
| 4                                  | Supplies & Materials                    | 45          |                 |                 |                |                     |                            |
| 5                                  | Travel Expenses                         | 46          |                 |                 |                |                     |                            |
| 6                                  | Employee Benefits                       | 80          |                 |                 |                |                     |                            |
| 7                                  | <b>SUBTOTAL (of Lines 1-6)</b>          |             |                 |                 |                |                     |                            |
| 8                                  | Indirect Cost*                          | 90          |                 |                 |                |                     |                            |
| 9                                  | BOCES Services                          | 49          |                 |                 |                |                     |                            |
| 10                                 | Minor Remodeling                        | 30          |                 |                 |                |                     |                            |
| 11                                 | Equipment                               | 20          |                 |                 |                |                     |                            |
| 12                                 | <b>GRAND TOTAL (Lines 7-11)</b>         |             |                 |                 |                |                     |                            |
| 13                                 | Number of Students Served               |             |                 |                 |                |                     |                            |
| 14                                 | Cost Per Student                        |             |                 |                 |                |                     |                            |
| 15                                 | Percentage of Budget                    |             |                 |                 |                |                     |                            |

## **New York State Education Department**

### **Assurances for Federal Discretionary Program Funds**

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

#### Federal Assurances and Certifications, General:

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

#### Federal Assurances and Certifications, NCLB (if appropriate):

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

- NCLB Assurances
- School Prayer Certification

#### New York State Assurances and Certifications: (For discretionary grant programs only.)

- Appendix A
- Appendix A-1G

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

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

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

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

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

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

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

### **1. LOBBYING**

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

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

### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

- A. The applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

- d. Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

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

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

### **Instructions for Certification**

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

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**Certification**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

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

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

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

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

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

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

1. each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications;
2. the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and

the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;

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

11. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;
12. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 2802(7), and any state regulations implementing such statute and 20 U.S.C. § 7912 on unsafe school choice; and
13. in the case of a local educational agency, the applicant is complying with all fiscal requirements that apply to the program, including but not limited to any applicable supplement not supplant or local maintenance of effort requirements.

#### **TITLE IV, PART B**

1. The program will take place in safe and easily accessible facilities;
2. The program was developed, and will be carried out, in active collaboration with the schools the students attend;
3. The program will primarily target students who attend schools eligible for school wide programs under section 1114 and the families of such students;
4. The funds awarded under this part will be used to increase the level of State, local and other non-Federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant Federal, State, local or non-Federal funds;
5. The community was given notice of the intent to submit an application; and,
6. The application and any waiver request will be available for public review after submission of the application.
7. All instruction and content will be secular, neutral and non-ideological.
8. The program or facility is duly registered with the New York State Office of Children and Family Services as a school-age child care program or facility pursuant to the Social Services Law and regulations of the Commissioner of the Office of Children and Family Services if the program or facility serves seven or more children from kindergarten through age 12 and does not meet all of the following criteria:
  - (a) the program is conducted during non-school hours;
  - (b) the program is operated by a public school district or by a private school or academy which is providing elementary or secondary education or both in accordance with the compulsory education requirements of the Education law; and
  - (c) the program is located on the premises or campus where the elementary or secondary education is provided.

#### **SCHOOL PRAYER CERTIFICATION**

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

**APPENDIX A**  
**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that

neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of

the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE**

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

**24. PROCUREMENT LOBBYING.**

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

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

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

## APPENDIX A-1 G

### **General**

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.nysed.gov/cafe/>.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
- D. Variations in each budget category not exceeding ten percent (10%) or One Thousand Dollars (\$1,000.00) of such category, whichever is greater, may be approved by the Commissioner of Education. Any such variations shall be reflected in the final expenditure report and filed in 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 thereof. 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.