

# State University of New York



## **FEDERAL CHARTER SCHOOLS PROGRAM (CSP) Planning and Implementation Grant Application Request for Proposal C – 2032**

**March 9, 2010**

**STATE UNIVERSITY OF NEW YORK (SUNY)<sup>rev 08/17/05</sup>  
SYSTEM ADMINISTRATION  
STATE UNIVERSITY PLAZA, ALBANY, NY 12246**

**REQUEST FOR PROPOSAL (RFP)**

<u>Proposal Number</u> CSI-2032	<u>Dated</u> March 9, 2010	
<u>Description</u> Federal Charter Schools Program Grant <i>Estimated</i> Number of Grants for Proposal; Ten grants of up to \$600,000 each	<u>Contract Period</u> May 11, 2010 through May 10, 2013	
<u>Due Dates and Times (ET)</u> April 16, 2010 3:00 p.m.	<u>Location of Grantor</u> State University of New York Charter Schools Institute 41 State Street, Suite 700 Albany, New York 12207	
<u>Designated Contact(s):</u> Laura L Gross University Contract Administrator Telephone: (518) 320-1483 <a href="mailto:Laura.gross@suny.edu">Laura.gross@suny.edu</a>  Jordan Lohre Contract Assistant <a href="mailto:Jordan.lohre@suny.edu">Jordan.lohre@suny.edu</a>	<u>Package Contains:</u> Part I: General Exhibit A, Standard Contract Clauses Exhibit A-1, Affirmative Action Clauses Exhibit B, Vendor Responsibility Questionnaire Part II: Project Specifications Attachments A-	Pages 1-12          Pages 13-31

## PART I: GENERAL STANDARD INFORMATION AND INSTRUCTIONS

### A. Proposal Submission

When submitting a proposal, you must:

1. Prepare a clearly readable document. Attach all required information.
2. Indicate any deviations from the specifications and if necessary attach separate documents and/or explanation.
3. **Sign the proposal.** By signing you indicate full knowledge and acceptance of this Request for Proposal ("RFP") including Exhibits A and A-1. The Proposal must be completed in the name of the proposer, corporate or otherwise, and must be fully and properly executed by an authorized person.
4. **Submit five (5) complete proposals, one of which must have original signatures.** Proposals should be sealed and submitted as specified in Part II. Proposals are to be addressed to:

Laura Gross, University Contract Administrator  
State University of New York  
Office of Business Affairs, S-107  
State University Plaza  
Albany, New York 12246

5. Proposals should be received in the Office of Business Affairs by the due date and time. Offerors mailing their Proposals must allow sufficient time to ensure receipt of their Proposals by the time specified. Electronically transmitted Proposals will **not** be accepted.

### B. Affirmative Action Policy

New York State Executive Order No. 6, regarding equal employment opportunities states:

It is the policy of the State of New York that equal opportunity be assured in the State's personnel system and affirmative action provided in its administration in accordance with the requirement of the State's Human Rights Law and the mandate of Title VII of the Federal Civil Rights Act, as amended. Accordingly, it is the responsibility of the State's Department of Civil Service to enforce the State's policy of ensuring full and equal opportunity for minorities, women, disabled persons and Vietnam era veterans at all occupational levels of state government.

In keeping with this policy, the University mandates compliance internally and for all organizations with which it conducts business. The determination of contract award will include a review of evidence supplied by each Offeror regarding compliance with the State's Affirmative Action policy. Accordingly, an Offeror's Proposal must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

C. Proposal Confidentiality

All proposals submitted for the University's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Offeror believes that any information in its Proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL, (Article 6 of the Public Officers' Law), the Offeror shall submit with its Proposal a separate letter addressed to: *Jennifer LoTurco, Records Access Officer, State University of New York, State University Plaza, Albany, New York 12246*, specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Offeror to submit such a letter with its Proposal identifying trade secrets will constitute a waiver by the Offeror of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Offeror may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

D. Minority and Women-owned Business Enterprises

It is the policy of the State University of New York to take affirmative action to ensure that minority and women-owned business enterprises are given the opportunity to demonstrate their ability to provide the University with goods and services at competitive prices.

E. Requirements of New York State's Recycling Program

In accordance with the provisions of Section 165(3) of the State Finance Law and Executive Order No. 142, the State University is required to purchase recycled products, if available, made with recycled content in accordance with rules and regulations established by the State Department of Environmental Conservation in development of that agency's Recycling Emblems Program. If the cost of a recycled product does not exceed the cost of a product made without recycled content by 10% (or by 15% if over 50% of the recycled materials are generated from the New York State waste stream), the recycled product must be purchased.

F. 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 and a directory of minority and women-owned business enterprises is available from:

Empire State Development  
Division for Small Business  
One Commerce Plaza  
Albany, NY 12210  
Phone: 1-800-782-8369

#### G. Determination of Vendor Responsibility

New York State procurement law requires that state agencies award contracts only to responsible contractors. Additionally, the Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the State Finance Law. Section 163 of the State Finance Law (SFL) requires that contracts for services and commodities be awarded on the basis of lowest price or best value “to a responsive and responsible offerer.” Section 163 (9) f of the SFL requires that prior to making an award of a contract, each contracting agency shall make a determination of responsibility of the proposed contractor.

In accordance with these procurement laws, the University will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business. In doing so, Offerer’s are required to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Offeror’s opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact SUNY System Administration for a copy of the paper form.

#### H. Vendor Debriefing

Upon notification of the selection and award of a contract, unsuccessful vendors are entitled to, and shall receive, upon request, a debriefing of the results of their response to this Request for Proposal.

#### I. Electronic Payment Authorization

The Contractor shall provide complete and accurate billing invoices to the University in order to receive payment for its services. Billing invoices submitted to the University must contain all information and supporting documentation required by the University and OSC. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Vice Chancellor for Business and Finance of the State University of New York or designee, in her/his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York state procedures and practices. The Contractor shall comply with the OSC procedures to authorize payments. Authorization forms are available at the OSC website at [www.osc.state.ny.us/epay](http://www.osc.state.ny.us/epay), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the OSC’s electronic payment procedures, except where the Vice Chancellor or designee has expressly authorized payment by paper check as set forth above.

#### J. Additional Terms and/or Conditions:

1. The following items will be incorporated into, and made part of, the formal agreement: (1) the University's RFP; (2) the Successful Offeror's Proposal; (3) Exhibit A, Standard Contract Clauses; and (4) Exhibit A-1, Affirmative Action Clauses.
2. In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) the Agreement; (3) this RFP; and (4) the Successful Offeror's Proposal.
3. Any terms that are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.
4. The resulting agreement shall be binding upon its execution by both parties and, if required by New York State law, upon the approval of the Attorney General and the Office of the State Comptroller.

5. The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required by New York State law, approved by the Attorney General and the Office of the State Comptroller.
6. The relationship of the Successful Offeror to the University shall be that of independent prime contractor.
7. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
8. Proposed prices should reflect all discounts including educational discounts.
9. The submission of a Proposal constitutes a binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of **120 days** after the deadline for Proposal submission and will continue thereafter until the Successful Offeror notifies the University otherwise, in writing. Such deadline may be further extended by mutual agreement.
10. In the event Successful Offeror uses partners, subcontracts or subcontractors, the Successful Offeror will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFP. For the resulting agreement, the Successful Offeror will be the prime contractor.
11. The University will not be liable for any costs associated with the preparation, transmittal, or presentation of any Proposals or materials submitted in response to this RFP.
12. This RFP and the resulting contract shall be governed by the Laws of the State of New York.
13. Public announcements or news releases regarding this RFP or any subsequent award of a contract must not be made by any Offeror without the prior written approval of the University.
14. The Successful Offeror(s) is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offeror shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
15. Indemnification - The Successful Offeror shall hold harmless and indemnify the University and New York State, their officers and employees from and against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) the agreement, and (b) the acts, omissions, liabilities, or obligations of the Successful Offeror, any affiliate, or any person or entity engaged by the Successful Offeror as an expert, consultant, independent contractor, subcontractor, employee or agent.
16. Liability - The Successful Offeror will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Offeror will impose any liability or duty whatsoever on the University including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

K. The University reserves the right to:

1. Reject any and all Proposals received in response to this RFP.
2. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
3. Request references and to contact any or all references.
4. Waive requirements or amend this RFP upon notification to all offerors. Mandatory requirements may be eliminated if unmet by all offerors.

5. Adjust or correct cost or cost figures with the concurrence of the offeror if mathematical or typographical errors exist.
6. Negotiate with offerors responding to this RFP within the requirements necessary to serve the best interests of the University.
7. Begin contract negotiations with another offeror in order to serve the best interests of the University, should the University be unsuccessful in negotiating a contract with the Successful Offeror within an acceptable time frame.
8. Reject any or all portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
9. Request clarifications from offerors for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all offerors determined to be susceptible to being selected for contract award, prior to award.
10. Advise vendor of an objectionable employee(s).
11. Terminate agreement with **thirty (30)** days written notice.
12. Waive minor irregularities.

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "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. **Prohibition against Assignment.** Except with the assignment of its right to receive payment subject to Article 5-A of the State Finance Law, the vendors(s) selected to perform the services herein will be prohibited from assigning, transferring, conveying or disposing its rights, title or interest in the contract to be awarded without the prior written consent of SUNY. Provided however that SUNY may with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of the contract if the vendor verifies to SUNY that the assignment, transfer, conveyance, sublease or other disposition is due to but not necessarily limited to, a reorganization, merger or consolidation of its business or enterprise. SUNY retains the right, as provided in Section 138 of the State Finance Law to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract by the vendor. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, Section 355 of the State Education Law, and 8 NYCRR 316, (a) for a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if this contract exceeds \$250,000 for commodities, services, printing or construction, or (b) for a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if this is a contract for commodities, services, printing or construction which exceeds \$50,000 or which exceeds \$75,000 by a State University health care facility not certified by the Vice Chancellor and Chief Financial Officer, or (c) if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amounts, or (d) 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 the Comptroller's office.

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, 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 Section 230 of the Labor Law, then, in accordance with

Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids: (a) by submission of its bid, Contractor (Bidder) certifies, and each person signing on behalf of the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

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

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys

due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **Federal Employer Identification Number and/or Federal Social Security Number.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **Privacy Notification.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** (a) In accordance with Section 312 of the Executive Law, if this contract is:

(i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

(2) at the request of the contracting agency, 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 therein; and

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

**THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY**

23. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

24. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

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

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

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

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

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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 Section 165(5) of the State Finance Law, the Contractor hereby stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (A) have 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(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.**

(a) In accordance with the Omnibus Procurement Act of 1992, it is the policy of NYS to encourage the use of NYS contractors and suppliers, and to promote the participation of minority- and women-owned businesses where possible, in the procurement of goods and services. Information concerning the availability of NYS subcontractors and suppliers is available from the NYS Dept. of Economic Development, which shall also include the Directory of Certified Minority- and Women-owned Businesses.

(b) Subsequent to award of procurement contracts in an amount estimated to be \$1,000,000 or more, contractors will be required to document their efforts to encourage the participation of NYS business enterprises as suppliers and subcontractors by showing that they have (i) solicited bids in a timely and adequate manner from NYS business enterprises including certified minority- or women-owned businesses, or (ii) contacted the NYS Dept. of Economic Development to obtain listings of NYS business enterprises, or (iii) placed notices for subcontractors or suppliers in newspapers, journals or other trade publications distributed in NYS, or (iv) participated in bidder outreach conferences. If a contractor determines that NY business enterprises are not available to participate in such contract, the contractor shall provide a statement indicating the method by which such determination was made. If a contractor does not intend to use sub-contractors, the contractor shall provide a statement verifying such intent. Contractors shall also attest to compliance with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended, and document efforts to provide notification to NYS residents of employment opportunities through listing any positions with the Community Services Division of the NYS Dept. of Labor, or provide for such notification in such manner as is consistent with existing collective bargaining agreements.

(c) Bidders located in foreign countries are notified that SUNY may assign or otherwise transfer offset credits created by any procurement contract of \$1,000,000 or more to third parties located in New York State.

**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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision

22. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162(4-a), the State shall not purchase any apparel from any vendor unable or unwilling to provide documentation as part of its bid (i) attesting that such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) stating, if known, the names and addresses of each subcontractor and all manufacturing plants to be utilized by the bidder.

I. **DEFINITIONS.** The following terms shall be defined in accordance with Section 312 of the Executive Law:

**STATE CONTRACT** herein referred to as "State Contract", shall mean (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. For purposes of this agreement, the term "services" shall not include banking relationships, the issuance of insurance policies and contracts, or contracts with a contracting agency for the sale of bonds, notes or other securities.

**SUBCONTRACT** herein referred to as "Subcontract", shall mean any agreement providing for a total expenditure in excess of \$25,000 for construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation under a State Contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon for the beneficial use of contractor.

**WOMEN-OWNED BUSINESS ENTERPRISE** herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership, or corporation that is: (a) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this State and independently owned and operated.

**MINORITY-OWNED BUSINESS ENTERPRISE** herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership, or corporation that is: (a) at least fifty-one percent owned by one or more minority group members; (b) an enterprise in which such minority ownership interest is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this State and independently owned and operated.

**MINORITY GROUP MEMBER** shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or Pacific Islands.

**CERTIFIED BUSINESS** shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

II. **TERMS.** The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "contractor" herein refers to any party other than the State University):

1. As a pre-condition for the award of any State Contract, contractor agrees to submit an Equal Employment Opportunity (EEO) Policy Statement which conforms with the following provisions:

(a) Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative Action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) At the request of State University, contractor shall request each employment agency, labor union, or authorized repre-

sentative 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 contractor's obligations therein.

(c) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of 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.

(d) Contractor will include the provisions of "a", "b" and "c", above, in every Subcontract over \$25,000.00.

2. Contractor shall indicate whether it is able to separate out from its entire work force that portion of its work force which will be utilized in the performance of this State Contract.

3. For State Contracts which provide labor, services, supplies, equipment or materials, as defined above, contractor must provide a Staffing Plan of the anticipated work force to be utilized on the State Contract broken down by specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

4. For contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

5. If contractor fails to provide a staffing plan, or in the alternative, a description of its entire work force, State University may reject contractor's bid, unless contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

6. After the State Contract has been awarded, contractor shall provide a Utilization Report which breaks down and describes contractor's and every subcontractor's work force by specified ethnic background, gender, and Federal Occupational Categories. The prime contractor shall be responsible for collecting reports from its subcontractors and

providing such reports to State University. For State Contracts for construction, the Utilization Report shall be completed using the number of hours worked for each relevant job title within the Federal Occupational Categories. During the term of State Contract: construction contractors must provide a Utilization Report on a monthly basis; contractors providing labor, services, supplies, equipment or materials, who are unable to separate out their work force must provide Utilization reports on a semi-annual basis; all other contractors must provide Utilization Reports every three months.

7. Contractor shall provide State University reports of its compliance with the terms of Article 15-A of the Executive Law as may be required by State University.

**8. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN.** State University shall determine whether contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether contractor established and maintained a current list of recruitment sources for minority group members and women, and whether contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether contractor has attempted to provide information concerning its EEO policy to subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for

training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the prime contractor.

**9. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Based upon an analysis of the following factors, the State University shall determine whether contractor has made conscientious and active efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether contractor has actively solicited bids for Subcontracts from qualified M/WBE's, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its efforts, including names and addresses of firms contacted, and the reasons why any such firm was not selected to participate on the project.

(b) Whether contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether prime contractor has structured its subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among subcontractors.

(f) Whether contractor has requested the services of the Department of Economic Development (DED) and Job Development Authority (JDA) to assist subcontractors' efforts to satisfy bonding requirement.

(g) Whether contractor has made progress payments promptly to its subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the prime contractor.

It shall be the responsibility of prime contractor to ensure compliance by every subcontractor with these provisions.

**10. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.** (i) State University shall include relevant work force availability data, which is provided by the N.Y.S. Department of Economic Development the Division of

Minority and Women's Business Development, in all documents which solicit bids for State Contracts and shall make efforts to assist contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by contractor must be substantially uniform during the entire term of this State Contract. In addition, contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

**(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION.** For all State Contracts in excess of \$100,000.00 whereby State University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of three-percent (3%) for Certified Minority-Owned Business Enterprises and three-percent (3%) for Certified Women-Owned Business Enterprises.

**11. ENFORCEMENT.** State University will be responsible for enforcement of each contractor's compliance with these provisions. Contractor, and each subcontractor, shall permit State University access to its books, records and accounts for the purpose of investigating and determining whether contractor or subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If State University determines that a contractor or subcontractor may not be in compliance with these provisions, State University may make every reasonable effort to resolve the issue and assist the contractor or subcontractor in its efforts to comply with these provisions. If State University is unable to resolve the issue of noncompliance, State University may file a complaint with the Division of Minority and Women's Business Development (DMWBD).

**State University of New York**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

**INSTRUCTIONS:**

Please complete this form answering every question. A “Yes” answer to any question requires a written explanation attached to the questionnaire and submitted on company letterhead signed by an officer of the company.

All vendors are required by the State of New York to complete this form at the time of purchase or award of contract. Companies are responsible for updating information in their Responsibility Questionnaire as changes occur. Any vendor recommended for award on a State University of New York contract will be required to have a completed Vendor Responsibility Questionnaire on file prior to the award date.

**QUESTIONS:**

Within the past five years, has your firm, any affiliate, any owner or officer or major stockholder (5% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:

- (a) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?  YES  NO
- (b) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?  YES  NO
- (c) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any government agency?  YES  NO
- (d) an investigation for a civil violation by any local, state or federal agency?  YES  NO
- (e) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?  YES  NO
- (f) a local, state, or federal suspension, debarment or termination from the contract process?  YES  NO
- (g) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?  YES  NO
- (h) a local, state, or federal denial of award for non-responsibility?  YES  NO
- (i) an agreement to a voluntary exclusion from bidding/contracting?  YES  NO
- (j) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract?  YES  NO
- (k) a State Labor Law violation deemed willful?  YES  NO
- (l) a firm-related bankruptcy proceeding?  YES  NO
- (m) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?  YES  NO
- (n) a denial, decertification, revocation or forfeiture of Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?  YES  NO
- (o) a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on previously held contract?  YES  NO
- (p) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?  YES  NO
- (q) an occupational Safety and Health Act citation and Notification of Penalty containing a  YES  NO
- (r) a rejection of a bid on a New York State contract for failure to comply with the MacBride Fair Employment Principles?  YES  NO
- (s) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of: -federal, state or local health laws, rules or regulations -unemployment insurance or workers’ compensation coverage or claim requirements -ERISA (Employee Retirement Income Security Act) -federal, state or local human rights laws -federal or state security laws -federal INS and Alienage laws -Sherman Act or other federal anti-trust laws.  YES  NO

**ADDITIONAL TOPICS:** Information on the following additional topics should also be submitted with this questionnaire. Check "none" if topic does not apply.

(1) agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency?  NONE

(2) disputes within the past two years concerning your company's failure to provide commodities or services to political subdivisions within the past two years pursuant to centralized contracts with the New York State Office of General Services?  NONE

(3) any governmental audits that revealed material weaknesses in your system of internal controls, compliance with contractual agreements and/or laws and regulation or any material disallowances within the past three (3) years?  NONE

(4) any individuals now serving in a managerial or consulting capacity, including principal owners and officers, who now serve or in the past three (3) years have served as:

a) an elected or appointed public official or officer?  NONE

b) a full or part-time employee in a NYS agency or as a consultant, in their individual capacity, to any NYS agency?  NONE

c) an officer of any political party organization in New York State, whether paid or unpaid?  NONE

(5) Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation previously or currently used by your business which is different from the Name of Business as certified below.  NONE

(6) as defined in State Finance Law §§ 139-j (1)(a), has a governmental agency made a determination of non-responsibility with respect to the Offeror within the previous four years where such a finding was due to a violation of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?  NONE

(7) Has a governmental entity terminated or withheld a procurement contract with the Offeror because of violations of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?  NONE

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Name of Business \_\_\_\_\_

Signature of Officer \_\_\_\_\_

Address \_\_\_\_\_

Typed Name of Officer \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## PROGRAM DESCRIPTION CHARTER SCHOOLS PROGRAM (CSP) GRANTS

*The Charter Schools Institute (Institute), acting for the Board of Trustees of the State University of New York (SUNY Board of Trustees), is authorized to accept proposals for federal planning and implementation grants from charter school applicants, potential applicants for charter schools, and existing charter schools that are planning or applying to be or are authorized by the SUNY Board of Trustees.*

### **BACKGROUND:**

Pursuant to a Memorandum of Agreement between the SUNY and the New York State Education Department (SED), the SUNY Board of Trustees is authorized to award grants of federal funds under the United States Department of Education's Charter Schools Program (Elementary and Secondary Education Act (ESEA) (Title V, Part B) as amended by the No Child Left Behind Act of 2001). The primary purpose of the Charter Schools Program (CSP) is to expand the number of high-quality charter schools available to students. Equal amounts are available to eligible SED and school district applicants from SED under a separate process.

CSP funds are available through a competitive process to eligible applicants. Awardees will enter into a subaward agreement (and/or State procurement contract, if appropriate) with SUNY for:

- Planning and program design, including pre-charter planning, and
- Initial implementation of a charter school

Applicants are eligible for only one CSP award; therefore, applicants seeking funding for both planning and implementation activities are advised to submit a single application for both types of awards.

Federal CSP Guidelines may be found at: <http://www.ed.gov/policy/elsec/quid/cspguidance03.doc> and further information is available at <http://www.ed.gov/programs/charter/index.html>.

### **PROGRAM PERIOD:**

Planning projects may operate for no more than eighteen (18) months for planning and program design. Implementation projects may operate no more than twenty-four (24) months. The timeline for planning and implementation projects may overlap. An award for both planning and implementation projects may not exceed thirty-six (36) months. Applicants must clearly indicate on the application cover page the type of project that is being proposed and the full duration of the award period. All grants will be awarded and must be implemented on the basis of consecutive months of funding.

The overall program period is from May 11, 2010, or the project start date if later, through no later than May 10, 2013, subject to the program restrictions above. Funding is subject to the availability of Federal CSP funds to the State Education Department for each year of that three-year program period. **Projects continuing beyond July 31, 2010, 2011, and 2012 are subject to the State Education Department receiving continued funding from the U.S. Department of Education.**

### **APPLICATION DUE DATE:**

Applications Due Date is Friday, April 16, 2010, 3:00 pm.

## **ELIGIBLE APPLICANTS:**

An “**eligible applicant**” means a developer that has (1) applied to an authorized public charter authority to operate a charter school and (2) provided adequate and timely notice to that authority under Section 5203(d)(3) of the ESEA. If an existing charter school is the applicant, the school cannot be on probation. Note: Section 5203(d)(3) requires the eligible applicant to provide the authorized public chartering authority with timely notice and a copy of its application for CSP funds. The Institute may waive these requirements in the case of an application for a pre-charter planning grant or subgrant.

Awards may be made to individuals on behalf of potential charter schools for pre-charter planning and program design. For-profit management companies, not-for-profit charter management organizations, or their employees are not eligible applicants.

**Only one** award may be made to an eligible applicant. Once the grant award period has expired, the school is no longer eligible for any additional awards. For example: if an applicant is awarded a pre-charter planning grant, and there are delays in approval of the charter application, the grant may expire before the school opens allowing the planning and implementation funds to go unspent. The applicant would not be eligible to apply for additional funds. To ensure that the school receives the maximum benefit from the grant, the applicant should carefully consider whether to apply for the pre-charter planning funds if the application for a charter is not well along in the approval process.

## **DEFINITIONS:**

“**Developer**” means an individual or group of individuals (including a public or nonprofit organization), which may include teachers, administrators and other school staff, parents, or other members of the local community in which a charter school project will be carried out.

The term “**authorized public chartering agency**” refers to the approved charter entities operating in New York State: the Board of Trustees of the State University of New York (applicable in this case), the Board of Regents, local school district boards of education, and the Chancellor of the New York City Public Schools.

The term “**charter school**” means a public school that conforms to all requirements of the Charter Schools Program and Article 56 of the New York State Education Law (the New York Charter Schools Act).

## **ALLOWABLE ACTIVITIES AND COSTS:**

Based on the experiences of schools chartered over the last eleven years by the SUNY Board of Trustees, the Institute has identified certain activities that are considered essential for creating a firm foundation for a successful start up charter school. These activities are as follows:

### **Required Activities and Spending Guidelines:**

**Assessment:** While standardized test results do not tell the whole story of a charter school’s academic success, the development of baseline data that can be used to measure student performance is an essential part of the Institute’s accountability model. Therefore, in both planning and implementation grants, approximately \$25 per student should be budgeted for the purchase, development, and/or delivery of an assessment system. Planning and Implementation Grant proposals should outline areas and/or specific testing programs the school anticipates acquiring should the charter and grant application be approved.

**Accountability and Evaluation:** Accountability for the maximized academic performance of children is the hallmark of SUNY charter schools. Approximately \$15,000 in both Planning and Implementation Grant funds should be earmarked for development of an accountability plan, continuing school level and expert external evaluation designed to facilitate strong accountability goals and the evaluation of students’ academic performance (data-driven instruction). Grant proposals should describe how the school anticipates expenditure of such funds.

**Curriculum:** Since a thoughtful approach to curriculum planning and review requires research, discussion with key personnel and time to read and reflect, the Institute strongly recommends that school leaders devote significant time and attention during the school's planning year to the curriculum. Approximately \$10,000 in both Planning and Implementation Grant funds should be earmarked for acquiring or developing curriculum materials.

**Governance:** A common challenge for charter schools is governance. As with most new organizations, charter school boards and leaders can benefit from support in creating solid governance models early on. Approximately \$10,000 in both Planning and Implementation Grant funds should be used to design and implement governance strategies that support the school's board of trustees and its leadership in designing policies and procedures that promote common expectations, strong programs, customs, and structures for the school.

**Professional Development:** One undisputed component in the success of charter schools across the country is quality professional development. The competing needs of a start up charter can often strain professional development for teachers, administrators, and other school staff. Professional development opportunities funded under the Planning and Implementation Grants should link directly to the mission of the school and expend the knowledge, skills, and other competencies needed to serve students well. Approximately \$15,000 for both Planning and Implementation Grants should be set aside for use in such professional development activities. Grant proposals should describe how the school anticipates the expenditure of such funds.

**Reporting:** Charter schools trade increased freedom from bureaucratic regulation for independence and accountability. Often this accountability requires increased reporting requirements. To offset the cost associated with acquiring software and hardware to gather, analyze, and report student and school performance data, approximately \$10,000 of Planning and Implementation Grant funds should be targeted to provide charter schools support in creating and implementing a reporting system that is beneficial to students, parents, teachers, community members and charter authorizers.

**Other Activities:** Both the required activities and the remainder of available Planning and Implementation Grant funds are subject to Federal CSP Grant Guidelines (described herein).

### **FEDERAL PROGRAM GUIDELINES:**

CSP awards can only be used for the purposes stated in the Federal guidelines and described in this application document. Allowable activities and costs supported by CSP awards include:

1. Planning and program design of the charter school educational program, which may include:
  - Refinement of the desired educational results and of the methods for measuring progress toward achieving those results; and
  - Professional development of teachers and other staff who will work in the charter school.
2. Initial implementation of the charter school, which may include:
  - Informing the community about the school;
  - Acquiring necessary equipment and educational materials and supplies;
  - Acquiring or developing curriculum materials; and
  - Other initial operating costs that cannot be met from State or local sources.

Allowable expenditures include those that are necessary for the initial costs of planning and designing, and implementing the school's program. Expenses such as the purchase of supplies, materials, furniture, computers and other equipment are allowable as long as they are connected with the initial operational costs involved in implementing the school's program. Salary may be considered where the school can demonstrate that an individual was hired solely to initially implement the school's program and not to satisfy an ongoing operational need. Examples of allowable expenditures include, but are not limited to:

- Pre-Charter planning expenditures would include expenses associated with the development of a charter application (copying, printing, and/or mailing costs, travel costs associated with the development, submission, and/or approval of the application, legal expenses, etc.);
- **Salaries and benefits during the start-up phase up to July 1<sup>st</sup>** of the opening year of the school;
- Costs associated with initial staff training;
- Hiring consultants to help develop curriculum, assessments, policies, etc.;
- Installation of purchased equipment;
- Website development;
- Start-up utility costs (heat, light, telephone, etc.) from April 1 to June 30 of the school's first year;
- Development of awareness and/or recruitment materials;
- Expenses associated with the development of a charter application (copying, printing, and/or mailing costs, travel costs associated with the development, submission, and/or approval of the application, legal expenses, etc.);
- Student and/or administrative software;
- Library books;
- Conference attendance;
- Supplemental student transportation;
- Minor equipment or supplies (computers, student furniture, instructional equipment, etc.);
- Minor renovation to bring the building into compliance with the requirements of the Americans with Disabilities Act (ADA) (e.g., installing ramps or renovating a bathroom); and
- Minor renovation to support the technology program of the school including wiring and electrical upgrades.

#### **NON-ALLOWABLE ACTIVITIES AND COSTS:**

CSP awards may only be used to underwrite costs incurred after the date the award is made and may not be used to reimburse applicants for any expenses incurred before that time.

CSP awards cannot be used for ongoing operational costs, capital expenses, salaries or benefits, utilities, or other costs that should be borne by the school's operational budget. Also, CSP awards cannot be used as primary funding to outfit a charter school in terms of its furniture, equipment, curriculum, supplies, and/or materials. Examples of non-allowable expenses include:

- Rent after July 1<sup>st</sup> of opening year;
- Indirect costs;
- General operating supplies after July 1<sup>st</sup> of opening year;
- Capital construction including the construction of new facilities;
- Capital expenditures such as the purchase of land or buildings;
- Installation of elevators (while this may be for ADA compliance purposes it is a capital expense);
- Purchase or lease of motor vehicles;
- Routine student transportation and field trips;
- Routine on-going staff development and/or other training that is required by a charter school's management company; and
- Support for the salaries, fringe benefits, or other costs of any employee of an educational management organization or any institutional partner of the school.

#### **ESTIMATED AWARD AMOUNTS:**

The amount that an applicant can expect to receive depends upon the activity the grant will underwrite. The maximum total award is estimated to be \$600,000.

- A. Awards for Pre-Charter Planning Grants are estimated to be available in amounts up to \$50,000

- B. Awards for Planning Grants are estimated to be available in amounts ranging from \$50,000-\$200,000; no more than \$200,000 will be awarded for planning grants;
- C. Awards for Implementation Grants are estimated to be available in amounts ranging from \$50,000-\$200,000 per year for a maximum of \$400,000 for the implementation grant.

These estimates are projections for the guidance of potential applicants, and are not guarantees of award amounts or the number of grant awards to be made. Proposals for amounts in excess of the maximum amounts will be treated as requests for the maximum amounts available.

If at any time supplementary CSP funds are available, the Institute may enable awardees with contracts in place to modify their total award amount. All supplemental grants and/or contract modifications will be made available to awardees through an equitable process and will be reviewed and approved as appropriate by the New York State Comptroller's Office.

### **STATE CONTRACTS FOR CHARTER SCHOOL PROGRAM AWARDS:**

State law requires that the award of State contracts be made to responsible vendors. SUNY must make an affirmative responsibility determination before an award is made. The factors to be considered include: legal authority to do business in New York State; integrity; organizational and financial capacity; and previous performance. Before an award exceeding \$100,000 can be made, the potential grantee must complete a Vendor Responsibility Questionnaire (Exhibit B).

### **REVIEW AND RATING OF APPLICATIONS:**

Applications will be reviewed by Institute Staff and at least one peer (outside) reviewer. Applications will be graded by the criteria described below under "Project Narrative." If a proposal receives the minimum score, it will be eligible for an award. The Grant Review Panel, at its discretion, may recommend less than the amount requested based upon its review of the proposal. While a full and thoughtful response to all items requested is essential, the Grant Review Panel will concentrate on the applicant's reason for seeking the award, the applicant's demonstrated need and the applicant's plan for expending any funds received.

Final scores of the reviewers will be added and averaged. Proposals to be considered for awards must obtain a **minimum average score of seventy-five (75)**. All applications receiving an average score of 75 will be ranked in order of score within the following three geographic areas:

1. New York City & Long Island
2. Western and Central New York
3. Capital District and Hudson Valley

After any adjustments for non-allowable or inappropriate proposed expenditures, awards will be made as follows:

- First, to the one (1) applicant with the highest average score in each of the three (3) geographic areas as determined by the State University, in order by highest average score.
- Second, to each remaining applicant according to the highest average score, regardless of geographic location, until funds are not sufficient to fund the next project in full. The next ranked applicant will be given the opportunity to operate a project using the remaining funds, however the applicant may decline such partial award to compete for a full award at a later date.

All recommendations made by the Grant Review Panel are subject to approval by the SUNY Board of Trustees or its designee. Decisions concerning whether a grant is awarded, or the amount of the grant, are final and not subject to appeal or review.

## **AWARD RECIPIENT'S FISCAL RESPONSIBILITIES:**

Grants awarded by the Institute under provisions of this *Request for Proposal* will be administered by the State University of New York at System Administration. Grantees are expected to comply with all mandated federal and State fiscal and administrative requirements. In order to receive funding a formal agreement outlining program and fiscal responsibilities and obligations (Grant Award Agreement) may be executed between the grantees and the State University of New York on behalf of the Charter Schools Institute. Grant funds will be disbursed and monitored for appropriate expenditure according to the attached Disbursement and Monitoring Protocol.

Financial and program activities conducted by grantees are subject to audit. Where an audit determines that funds were not expended in accordance with the plan submitted to the Institute, the grantee may be required to make restitution of such funds.

## **APPLICATION SUBMISSION:**

One (1) original and three (3) copies of the application package must be submitted to the following address. No faxes will be accepted.

Laura L. Gross  
Assistant Contract Manager  
SUNY System Administration  
Office of Business Affairs, S-107  
State University Plaza  
Albany, NY 12246

All CSP applicants must address each of the items in the Project Narrative. Information from the charter school application or charter (if one has been issued) may be included, but it must clearly and specifically address the item for which it is intended.

The application must be typed, include the cover page and notarized Statement of Assurances signed by the lead applicant, or, if a charter has been issued, an authorized member of the board of trustees of the school. If a charter has been issued, an officer of the school can also sign on behalf of the charter school attaching the necessary authorization. **The typed application narrative should be no longer than ten (10) pages and the budget narrative should be no longer than four (4) pages.** The budget summary and detail forms are not counted toward the page restrictions. The applicant must use 12pt font for ease of review.

All applicants must complete and attach 1) a proposed budget in the form provided at the back of this grant proposal kit, and 2) a budget narrative. The budget narrative should be used to describe budget items that satisfy the required activities described in the *Allowable Activities and Costs* section of this application packet. The narrative should also describe the costs of all other activities.

The application package must include the following items in the order prescribed below:

- The completed cover page;
- The signed and notarized statement of assurances;
- The project narrative;
- The budget narrative; and
- The three-year budget summary.

STATE UNIVERSITY OF NEW YORK  
CHARTER SCHOOLS INSTITUTE

Cover Page

Grant Applicant Name \_\_\_\_\_

Grant Applicant Address \_\_\_\_\_

Grant Applicant Telephone \_\_\_\_\_ Email \_\_\_\_\_

School District of Charter School Location (if applicable) \_\_\_\_\_

Institutional Partner Name and Address (if applicable) \_\_\_\_\_

Federal Employer Identification Number (or SS# of applicant) \_\_\_\_\_

- This application is for (check one only):
- Planning and Implementation Grant
  - Planning Grant only
  - Implementation Grant only

Please indicate the Program Period(s)

	Start	End
Pre-Charter Planning Period		
Planning Period		
Implementation Period		

Note: The Planning period begins on the date of award or the project start date indicated whichever is later. Planning and Implementation periods may overlap, but planning may not exceed 18 months and Implementation may not exceed 24 months. The total program period may not exceed 36 months. The Implementation period begins no later than the date the school opens.

Please provide the Charter Schools Institute with contact information for an individual who can provide answers to any questions that may arise during the application review process.

Contact Person Name \_\_\_\_\_

Contact Person Telephone \_\_\_\_\_

Contact Person Email \_\_\_\_\_



**PART 1: PROJECT NARRATIVE:**

1. Describe the proposed educational program to be implemented by the charter school including **(Maximum 10 points)**:
  - a. How the program will enable all students to meet or exceed challenging State student academic achievement standards;
  - b. The grade levels or ages of children to be served; and
  - c. The curriculum and the instructional practices to be used.
2. Describe how the charter school will be managed. Attach copies of any management contracts. **(Maximum 10 points)**
3. Describe the student achievement objectives of the charter school, and the methods by which the charter school will determine its progress toward achieving those objectives. **(Maximum 10 points)**
4. Describe the administrative relationship between the charter school and the charter entity (e.g., describe the amount of technical assistance and/or oversight you expect the charter entity to provide to you during the planning and/or the implementation of your charter school). **(Maximum 5 points)**
5. Describe how the charter school will comply with requirements of Sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act (IDEA). **(Maximum 10 points)**
6. Describe how parents and students in the community will be informed about the charter school, and how students will be given an equal opportunity to attend the charter school. **(Maximum 5 points)**
7. Describe in detail the needs of the charter school for planning, program design, and/or implementation, and how these needs were determined. Attach copies of any surveys or other assessments that were conducted. **(Maximum 20 points)**
8. Describe in detail how the planned expenditures will be used to meet the planning and/or implementation needs of the charter school. Describe how they are appropriate, demonstrate support for the project, and do not supplant or duplicate services currently provided. Identify the expenditures in the budget and provide supporting information in the Budget Narrative. See Budget Submission below. **(Maximum 25 points)**
9. Describe how CSP funds will be used in conjunction with other State and Federal programs and funds administered by SUNY, the NYS Education Department and US Secretary of Education. **(Maximum 5 points)**
10. Indicate whether the applicant plans to open a secondary school (grades 9-12) during the first or current charter term. **(10 points additional for secondary schools only if the school achieves a minimum score of 75. The 10 additional points cannot bring the school up to the minimum score of 75.)**

**Total Points Possible = 110**

***PART 2: BUDGET AND BUDGET NARRATIVE***

1. Complete the budget summary and detail forms provided at the back of this grant application. Grant applicants should adhere to grant program periods as defined in the budget summary.
2. A budget narrative must accompany your proposed budget. The budget narrative should be approximately 1-4 pages as necessary, should define the dates of Planning and/or Implementation periods, and should contain additional detail to justify the proposed budget totals. The budget narrative should also be used to explain how the required activities will be met by the grant applicant. The budget narrative should provide a detailed explanation of the anticipated costs for each budget category for each year. The budget narrative must be in sufficient detail to allow the reviewer to determine if the proposed expense is allowable according to Federal program guidelines.



School Name: \_\_\_\_\_  
Charter Schools Program Grant  
Budget Summary

Period:	Project Year 1*	Project Year 2*	Project Year 3*	Total
<b>Budget Categories</b>				
Professional Salaries				
Support Salaries				
Employee Benefits				
Purchased Services				
Equipment				
Supplies and Materials				
Travel Expenses				
Minor Renovation				
Total				

\* each project year should end July 31<sup>st</sup>.

All applicants must attach this budget form and the attached detail forms to their completed grant request. The budgets detail forms may be reproduced as necessary to provide sufficient space to list all expenditures, providing that all budget categories and a budget summary are represented.

Required Activities and Spending – must be identified in the attached detail forms by identify such spending line items with an (R) and the total planned spending for each required activity should be summarized below.

	Salaries and related benefits	Purchased Services	Equipment	Supplies and Materials	Travel	Total
Accountability and Evaluation						
Assessment						
Curriculum						
Governance						
Professional Development						
Reporting						
Total						





## EQUIPMENT

All equipment to be purchased in support of this project with a unit cost of \$5,000 or more must be itemized in this category. Equipment items under \$5,000 should be budgeted under Supplies and Materials. Repairs of equipment should be budgeted under Purchased Services.

Description of Item	Quantity	Unit Cost	Proposed Expenditure
Subtotal			

## SUPPLIES AND MATERIALS

Include computer software, library books and equipment items under \$5,000 per unit.

Description of Item	Quantity	Unit Cost	Proposed Expenditure
Subtotal			

## TRAVEL EXPENSES

Include pupil transportation, conference costs and travel of staff between instructional sites. Specify agency approved mileage rate for travel by personal car or school-owned vehicle.

Position of Traveler	Destination and Purpose	Calculation of Cost	Proposed Expenditure
Subtotal			

## MINOR RENOVATION OR REMODELING

Description of Work To be Performed	Calculation of Cost	Proposed Expenditure
Subtotal		

**No. 1**

**An applicant may receive only one CSP Grant.**

Pursuant to federal restrictions, an applicant for a CSP Grant may receive one Planning Grant and one Implementation Grant. In order to receive both, however, the applicant must make a single application. An application for a Planning Grant only, if successful, will preclude the applicant from seeking an Implementation Grant, and vice-versa.

*Accordingly, any applicant for a CSP Grant is strongly advised to submit an application for both a Planning Grant and an Implementation Grant.*

**No. 2**

**An applicant who has applied for a state grant (Charter School Stimulus Fund (SSF) Start-Up Grant) is not precluded from submitting an application for a federal CSP Planning or Implementation Grant.**

*A grant applicant who seeks a SSF Start-Up Grant for costs related to the start-up of the charter school is not precluded from also submitting a proposal for a CSP Grant.*

**No. 3**

**A CSP Grant cannot be used to fund certain types of activities, such as capital construction, rent, or employee salaries.**

CSP funds are restricted funds and may be used only for the purposes provided by federal statute and those defined categorically by the Charter School Institute. The *Allowable Activities and Costs* and *Federal Program Guidelines* sections of this document describe in more detail the restrictions that pertain to these funds. Any applicant who is unsure whether a particular activity or expenditure falls into one of the restricted categories is advised to call the Charter Schools Institute for clarification prior to submitting their request. If the Institute is also uncertain as to the permissibility of the activity, we will contact the US Department of Education for a definitive judgment.

**No. 4**

**Applicants must fully answer all questions in the grant application.**

Applicants must be sure to fully address all questions contained in the grant application. If the applicant has previously answered a question in another section of the charter application, they may reference this information rather than repeat it in the grant application. Special attention should be paid to those questions that ask the applicant for information not already provided to the Charter Schools Institute. The Institute expects applicants to provide specific details to questions pertaining to the needs of the charter school and its proposed use for the grant funds being requested. When appropriate, supporting documentation such as resumes of proposed consultants or agreements with vendors should be attached to the grant application. If the applicant is uncertain whether supporting documentation should accompany a request for a particular item, it is recommended that the applicant call the Institute for clarification prior to submitting their grant application.



## Charter School Program (CSP) GRANT DISBURSEMENT AND MONITORING PROTOCOL

1. The Charter Schools Institute (CSI) will only approve requested budget items that are allowable under CSP guidelines.
2. The awardee will be informed in writing of any budget items that will not be allowed.
3. CSI will send each awardee an award letter and approved budget that identifies the allowable spending periods for each portion of the award (Planning, Implementation) within 10 days of the award date.
4. The awardee must establish sub-accounts within its accounting records to identify, segregate and accumulate CSP grant expenditures.
5. The awardee will enter into agreement with CSI assuring the appropriate expenditure of CSP grant funds and agreeing to the reporting requirements as described in this document.
6. The awardee may request an advance 20% of the projected expenses for the first grant period to awardee.
7. Upon expending all of the first disbursement, and upon each request for additional disbursements, awardee must submit the Grant Expenditure Reports (attached and can be found at: <http://www.newyorkcharters.org/schoolsGrantOpps.htm>) identifying categories from which funds have been expended, and attach a copy of the disbursement journal generated by their system for the sub-accounts identified for CSP expenditures.<sup>1</sup>
8. Upon completion each program period, awardee must submit a 1-2 page expenditure narrative to briefly describe the awardee's expenditure of CSP grant funds. *Failure to submit this final report and/or the appropriate backup documentation will delay payment.*
9. CSI will review the Expenditure Report, disbursement journal, and narrative report provided by the awardee, and compare these reports to the grantee's approved budget to ensure appropriate expenditure of CSP funds.

---

<sup>1</sup> The disbursement journal should be a report generated by the grantee's general ledger that identifies all payments, including payee, date, amount, and check number.

**CHARTER SCHOOLS INSTITUTE**  
**GRANT EXPENDITURE REPORT**  
 Part 1

**Charter School Name:** \_\_\_\_\_ **Report Date:** \_\_\_\_\_

**Program Period:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

<b>BUDGET CATEGORIES</b>	<b>APPROVED BUDGET</b>	<b>ACTUAL EXPENDITURES TO DATE</b>	<b>ACTUAL EXPENDITURES FOR THIS PERIOD</b>	<b>TOTAL EXPENDITURES</b>	<b>DOLLARS LEFT TO SPEND</b>
Professional Salaries					
Support Staff Salaries					
Employee Benefits					
Purchased Services					
Equipment					
Supplies and Materials					
Travel Expenses					
Minor Renovations and Remodeling					
<b>TOTAL</b>					

**CERTIFICATION**

"I certify that this report is correct and that it does not duplicate reimbursement of costs or services received from other sources. In addition, I certify that all expenditures are for items approved by the terms and conditions of the grant awarded by the Charter Schools Institute / State University of New York."

\_\_\_\_\_  
 Signature / Date

\_\_\_\_\_  
 Printed Name / Title

**CHARTER SCHOOLS INSTITUTE**  
**REQUIRED ACTIVITIES EXPENDITURE REPORT**  
 Part 2

**Charter School Name:** \_\_\_\_\_ **Report Date:** \_\_\_\_\_

**Program Period:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

<b>BUDGET CATEGORIES</b>	<b>APPROVED BUDGET</b>	<b>ACTUAL EXPENDITURES TO DATE</b>	<b>ACTUAL EXPENDITURES FOR THIS PERIOD</b>	<b>TOTAL EXPENDITURES</b>	<b>DOLLARS LEFT TO SPEND</b>
Accountability and Evaluation					
Assessment					
Curriculum					
Governance					
Professional Development					
Reporting					
OTHER					
<b>TOTAL</b>					

**CERTIFICATION**

"I certify that this report is correct and that it does not duplicate reimbursement of costs or services received from other sources. In addition, I certify that all expenditures are for items approved by the terms and conditions of the grant awarded by the Charter Schools Institute / State University of New York."

\_\_\_\_\_  
 Signature / Date

\_\_\_\_\_  
 Printed Name / Title