

**ARP-ESSER Application: Part 2 - ARP Act**Introduction/Instructions - Summary & Background

---

**Summary & Background**

EQUITY PROJECT CHARTER SCHOOL (THE)

310600860929

**SUMMARY & BACKGROUND**

On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 (ARP). ARP makes available \$122.8 billion nationally in a third round of Elementary and Secondary School Emergency Relief (ESSER) funds. New York State has been allocated nearly \$9 billion under the ARP Act's Elementary and Secondary School Emergency Relief (ESSER) Fund. The ARP Act requires that a minimum of \$8.09 billion (90 percent) be allocated to LEAs, including charter schools and Special Act School Districts that are LEAs. Pursuant to the terms of the ARP Act, LEA allocations have been calculated using the relative shares of grants awarded under Title I, Part A of the ESEA for the most recent federal fiscal year (2020). Each eligible LEA's ARP-ESSER allocation may be found [HERE](#).

Under section 2001(d)(2) of ARP Act of 2021, each State Educational Agency (SEA) must make ARP-ESSER allocations to LEAs in an expedited and timely manner and, to the extent practicable, not later than 60 days after the SEA receives its ARP-ESSER funds. The first portion of ARP-ESSER Funds was awarded to states on March 24, 2021, and 60 days from that day is May 24, 2021. The U.S. Department of Education (USDE) has taken the position that an SEA makes allocations when it authorizes the LEA to begin to obligate funds in accordance with its needs. To enable New York State's LEAs to begin to obligate ARP-ESSER funds by USDE's May 24, 2021 deadline, the application for LEA 90% base ARP-ESSER allocations is being administered by NYSED as a two-part application process:

**ARP-ESSER Application – Part 1:** The first step was for each LEA to submit signed assurances to NYSED by May 24, 2021. Upon receipt of signed LEA assurances, NYSED provided an email notice to the LEA of substantially approvable application status. Upon receipt of such notice, LEAs were able to begin obligating their allocation of 90% base ARP-ESSER funds.

**ARP-ESSER Application – Part 2:** The second step will be the submission of a full application and budget by the LEA. NYSED will issue a Grant Award Notice (GAN) to the LEA after the LEA's application is fully reviewed and approved by NYSED. Part 2 will address several of the plan-related assurances an LEA must provide in Part 1 of the application process.

The ARP Act requires LEAs to reserve at least 20% of their 90% ARP-ESSER allocation to address learning loss through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs, and ensure that such interventions respond to students' academic, social, and emotional needs and address the disproportionate impact of the coronavirus on economically disadvantaged students, children with disabilities, English learners, racial and ethnic minorities, migrant students, students experiencing homelessness, and children and youth in foster care. For your information, the minimum 20% reservation for each LEA may be found [HERE](#).

**Project Period**

March 13, 2020 to September 30, 2024 to obligate funds. Funds must be fully liquidated by October 31, 2024.

**Project Number**

The project number stem for the program is:

ESSER: 5880 - 21 - XXXX

This number should be used on the appropriate FS-10 budget form.

**Submission Deadline**

Completed applications are due by **August 31, 2021** (with extensions by request), and will be reviewed on a rolling basis.

Please note that applications must be submitted and fully approved by no later than March 23, 2022. LEAs that have not been issued a Grant Award Notice by that time will be at risk of having their ARP-ESSER allocation returned to the United States Department of Education.

**ARP-ESSER Application: Part 2 - ARP Act**

**Introduction/Instructions - Summary & Background**

---

**APPLICATION PROCESS FOR LEA ALLOCATIONS OF ARP-ESSER SEA RESERVE FUNDS**

The federal ARP statute requires SEAs to reserve:

not less than 5 percent of the total amount of grant funds awarded to the State (\$449.4 million) to carry out activities to address the impact of lost instructional time by supporting the implementation of evidence-based interventions;

not less than 1 percent (\$89.9 million) to carry out the implementation of evidence-based summer enrichment programs; and

not less than 1 percent (\$89.9 million) to carry out the implementation of evidence-based comprehensive afterschool programs.

The 2021-22 enacted state budget directs that these required SEA set-asides be allocated as grants to specified school districts. Each eligible district's allocation of SEA reserve funds may be found [HERE](#). NYSED will inform school districts under separate cover when the application process for school district allocations of ARP-ESSER SEA set-aside funds has been published in the [SED Monitoring and Vendor Reporting System](#). This application is only for LEA 90% base ARP-ESSER allocations. LEAs should not apply for ARP ESSER SEA Reserve funds as part of this application.

**ARP-ESSER Application: Part 2 - ARP Act**

Introduction/Instructions - Submission Instructions

---

**Submission Instructions**

EQUITY PROJECT CHARTER SCHOOL (THE)

310600860929

**Directions for Submitting the Application:**

The online application may only be submitted/certified by the chief school officer of the applicant LEA. The designated superintendent (public school LEAs), and the chief executive officer, board of trustees president, or school employee designated by the board of trustees (charter school LEAs) are the only administrators with the submit/certify rights necessary to successfully submit and certify a completed application for NYSED review.

LEAs ARE NOT REQUIRED to send hard copies of general application materials to the Department.

LEAs ARE REQUIRED to send signed originals and two hard copies of each FS-10 Budget Form to:

*Office of ESSA-Funded Programs - Rm 320 EB*

*RE: ARP-ESSER Application – Part 2*

*New York State Education Department*

*89 Washington Avenue*

*Albany, NY 12234.*

**Deadline for Submitting the Applications:**

The *ARP-ESSER Application – Part 2* is due by August 31, 2021.

**ARP-ESSER Application: Part 2 - ARP Act**

LEA ARP-ESSER Plan - ARP-ESSER Intent to Apply

---

**ARP-ESSER LEA Base 90% Allocation - Intent to Apply**

EQUITY PROJECT CHARTER SCHOOL (THE)

310600860929

- 1. Does the LEA intend to apply for American Rescue Plan (ARP) Act - Elementary and Secondary School Emergency Relief (ESSER) LEA Base 90% funding?**

Yes, the LEA intends to apply for Elementary and Secondary School Emergency Relief (ESSER) funding.

- 2. Please provide contact information for the LEA Business Official and Board President. Please confirm that each individual has reviewed and approved of the application, including all plan descriptions and use of funds.**

	Name	Email Address	Date of Final Review/ Approval
LEA Business Official	Shelly Gupta	shelly.gupta@tepcharter.org	9/22/21
LEA Board President	David Coleman	david.coleman@tepcharter.org	9/22/21

**ARP-ESSER Allocation - Construction-Related Costs**

- 3. Does the LEA intend to use American Rescue Plan (ARP) Act - Elementary and Secondary School Emergency Relief (ESSER) LEA Base 90% funding for construction-related expenditures?**

No, the LEA does not intend to use American Rescue Plan (ARP) Act - Elementary and Secondary School Emergency Relief (ESSER) funding for construction-related expenditures.

**ARP-ESSER Application: Part 2 - ARP Act**LEA ARP-ESSER Plan - ARP-ESSER Plan Development & Program Information

---

**ARP-ESSER LEA Base 90% Allocation - Plan Development and Dissemination**

EQUITY PROJECT CHARTER SCHOOL (THE)

310600860929

Title VIII of Division B of the CARES Act directs the Department to carry out the Education Stabilization Fund, of which the ARP ESSER funds are a part. Section 2001 of the ARP Act provides for the Department to make grants to each SEA from the ARP ESSER funds. An SEA must allocate at least 90 percent of its ARP ESSER grant funds to its LEAs (including charter schools that are LEAs) in the State in the same proportion that the LEAs received under part A of title I of the ESEA in Fiscal Year 2020, as required by section 2001(d)(1) of the ARP Act; and section 2001(e) of the ARP Act prescribes certain mandatory and permissive uses of LEAs' funds. Under 20 U.S.C. 1221e-3, the Secretary has the authority to promulgate rules governing the programs administered by the Department. Under this requirement, each LEA that receives ARP ESSER funds must develop, submit to the SEA on a reasonable timeline determined by the SEA, and make publicly available on the LEA's website, a plan for the LEA's use of ARP ESSER funds. The plan - known as the LEA ARP ESSER Plan - and any revisions to the plan submitted consistent with procedures established by the SEA, must include a description of key activities which are required below.

**NYSED will consider each LEA's application for its base 90% ARP-ESSER allocation as meeting the USDE LEA ARP-ESSER use of funds plan requirement, provided the required elements of the plan are fully addressed in the LEA's application, combined with a budget, and then publicly posted after being developed with public input.**

An LEA must engage in meaningful consultation with stakeholders and give the public an opportunity to provide input in the development of its plan. Specifically, an LEA must engage in meaningful consultation with students; families; school and district administrators (including special education administrators); and teachers, principals, school leaders, other educators, school staff, and their unions. Additionally, an LEA must engage in meaningful consultation with each of the following, to the extent present in or served by the LEA: Tribes; civil rights organizations (including disability rights organizations); and stakeholders representing the interests of children with disabilities, English learners, children experiencing homelessness, children in foster care, migratory students, children who are incarcerated, and other underserved students.

Each LEA's ARP ESSER plan must be in an understandable and uniform format and, to the extent practicable, written in a language that parents can understand (or, if not practicable, orally translated). Upon request by a parent with a disability, LEA plans must be provided in an alternative format accessible to the parent.

## ARP-ESSER Application: Part 2 - ARP Act

## LEA ARP-ESSER Plan - ARP-ESSER Plan Development &amp; Program Information

**1. In the space provided below, please describe how the LEA meaningfully engaged a diverse and representative set of the applicable stakeholders in developing a plan to use these funds and implementing that plan.**

The Equity Project (TEP) Charter School meaningfully engaged a diverse and representative set of applicable stakeholders in developing and implementing a plan to use ARP-ESSER funds. In developing this plan, TEP's Senior Leadership team – Head of School, CEO, CFO, Campus Directors, Director of Curriculum, and Director of Facilities – used critical resources and stakeholder feedback that support the health, safety, and educational experience of the entire school community, including but not limited to:

- New York State Education Department ARP-ESSER Guidance
- <http://www.nysed.gov/federal-education-covid-response-funding/american-rescue-plan-elementary-and-secondary-school>
- CKLA Curriculum Intervention Resources
- <https://ckla.amplify.com/interventiontoolkit/intervention-toolkit/>
- Bridges Intervention Curriculum Guide
- <https://www.mathlearningcenter.org/bridges-intervention>
- National Education Association COVID-19 Reports
- <https://www.nea.org/resource-library/learning-beyond-covid-19-vision-thriving-public-education>
- Centers for Disease Control and Prevention Coronavirus (COVID-19)
- <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- Occupational Safety and Health Administration COVID-19
- <https://www.osha.gov/SLTC/covid-19/>
- New York State Department of Health Novel Coronavirus (COVID-19)
- <https://coronavirus.health.ny.gov/>
- New York State Education Department Coronavirus (COVID-19)
- <http://www.nysed.gov/coronavirus>
- New York City Department of Education
- <https://www.schools.nyc.gov/school-year-20-21/return-to-school-2020/health-and-safety>
- TEP Families Feedback via online surveys
- TEP Teacher Feedback via online surveys and direct phone conversations
- TEP Social Worker Feedback via direct phone conversations

TEP will continue to engage in meaningful consultation with stakeholders throughout implementation of the plan via the following formats:

- TEP Board of Trustees Meetings (held monthly and also available to members of the public)
- Weekly meetings with teachers and school leaders at Grade Level Meetings at each TEP campus
- Quarterly updates with the TEP Parents' Association
- TEP Family Feedback via bi-annual internal surveys and the annual NYC DOE survey
- TEP Teacher and Social Worker Feedback via tri-annual internal surveys and the annual NYC DOE Survey
- TEP Town Hall Sessions during Professional Development Institutes
- TEP Coffee with the Leaders (monthly sessions held with families across all campuses)
- TEP Student Surveys (for students in Grades 5-8) administered bi-annually

**2. In the space provided below, please provide the URL for the website(s) where the LEA ARP-ESSER Plan is/will be publicly posted. For an LEA that does not have a website, the LEA may identify an online platform (e.g. social media group or post, file sharing service, email listserv) that allows plans to be directly communicated to students, parents or legal guardians, school staff, and other stakeholders. As appropriate, the LEA should provide details about how the plan will be made available to people who request it.**

<https://tepcharter.org/public-info/>

\*LEA ARP-ESSER Plan will be posted under the "TEP Charter School Public Notices & Policies" section of the Public Info webpage.

**ARP-ESSER LEA Base 90% Allocation - Program Information**

**ARP-ESSER Application: Part 2 - ARP Act**LEA ARP-ESSER Plan - ARP-ESSER Plan Development & Program Information

---

3. **In the space provided below, please describe the extent to which and how the funds will be used to implement prevention and mitigation strategies that are, to the greatest extent practicable, consistent with the most recent CDC guidance on reopening schools, in order to continuously and safely open and operate schools for in-person learning.**

In order to safely and continuously open and operate for in-person learning, TEP will adhere to and promote hygiene, respiratory etiquette, cleaning, and disinfection guidance set forth by the CDC and DOH. All TEP students, faculty, and staff will be trained on the preventative measures that can be taken to decrease the spread of COVID-19 as updated guidance is released.

TEP will assign responsibility for cleaning and disinfection to facilities and custodial staff, along with contracted cleaning services as needed to establish frequency of cleaning based on CDC and DOH recommendations. Custodial staff responsible for cleaning and disinfection will be trained in proper use of chemicals and provided with appropriate PPE.

ARP-ESSER funds will be used to cover a portion of the Facilities Supervisor salary and salaries of custodial staff members across all three TEP campuses. These funds will be allocated for FY21-22, FY22-23, and FY23-24.

4. **In the space provided below, please describe the data that the LEA will use to identify student needs and monitor student progress as a result of planned interventions and supports.**

**ACADEMIC PROGRESS MONITORING**

At the end of the 2020-21 school year, TEP analyzed Trimester 2 and Trimester 3 report card data to identify learning gaps within common-core standards. This data analysis was used to strategically develop initial high leverage learning interventions for the 2021-22 school year.

In Grades 3-8, interim assessment data was also used to identify other potential areas of focus for intervention.

Throughout the 2021-22 school year, TEP will continue to analyze trimester report card data, interim assessment data in English Language Arts and Math, and end-of-unit assessments across content areas to monitor student progress as a result of planned interventions and supports. The school will also use 2022 NYS ELA & Math Assessment Data to assess student progress and proficiency for students in Grades 3-8. This data can also be compared relative to progress and proficiency to relevant comparison groups (NYC, District 6, and NYS students).

This data will inform class configurations, student groupings, co-teacher support, before and after school tutoring programs, and other academic interventions.

**SOCIAL- EMOTIONAL HEALTH MONITORING**

TEP's model features one clinical Social Worker assigned to each cohort (grade level) of students. These nine Social Workers (one per grade, K-8) are trained and highly qualified mental and emotional health experts and serve as the primary support for TEP students.

TEP Social Workers provide individual and group sessions to students within their assigned cohort based on IEP status and internal identification of students at-risk or in need of additional therapy or support. These students are identified on family recommendation and also based on teacher feedback to the Social Worker.

In addition to these individualized and group sessions, all TEP students in Grades 5-8 participate in SEL (Socio-Emotional Learning) two days per week as part of their class schedule. These classes take place in smaller class sizes and feature lessons to build students' social and emotional skills, strengthen the classroom community, and help facilitate restorative practices and conversations about race, gender, and current social issues. TEP partners with the Morningside Center for Teaching Social Responsibility for these lessons.

TEP will utilize anecdotal data from teachers, Social Worker tri-annual counseling reports, and student surveys on social and emotional well-being to monitor student growth in relation to their identified needs. Based on this feedback, the school will continue to implement interventions and supports or revise and supplement as needed.

## ARP-ESSER Application: Part 2 - ARP Act

## LEA ARP-ESSER Plan - ARP-ESSER Plan Development &amp; Program Information

5. **In the space provided below, please describe how the LEA will use the funds it reserves under section 2001(e)(1) - the required reserve of 20% of funds - to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year.**

TEP will address the academic impact of lost instructional time through the implementation of evidence-based interventions by allotting the required reserve of at least 20% of ARP-ESSER 3 funds to the planning and development of the following activities:

**Early Morning Arrival Labs:** All Kindergarten through 4th grade students who were promoted to the next grade level with provisions are strongly encouraged to attend the Early Arrival Learning Lab from 7:15-7:45 AM each day. Any students that arrive to school early during this block of time will use Amplify Reading, Bridges Workplaces, or other computer-based, approved programs to receive additional practice in reading and math.

**After-School Tutoring:** After-school tutoring will be required for TEP's highest need students at all three campuses. Tutoring Leads will host these small-group sessions two times per week, with targeted remediation to address learning gaps in both literacy and math. Multilingual Learners (MLLs) will also have after-school tutoring opportunities with targeted interventions that coincide with language acquisition and development of foundational skills in both literacy and math.

**Targeted Instruction (During School Day):** In Kindergarten and 1st grade, all students will receive two 30-minute CKLA Skills Clinic sessions per week. These clinics are designed for additional small-group practice with foundational skills activities that align to the primary focus and objectives of the current CKLA unit. In 2nd through 4th grade, all students receive a half hour "TEP Tutoring" block that includes individualized and differentiated instruction targeted to their specific math and literacy needs, with a specific emphasis on reading fluency and writing. All Kindergarten through 4th grade students will receive a daily half hour block of Number Corner (Bridges) that features short daily workouts in math that introduce, reinforce, and extend math skills.

Another layer of intervention involves critically thinking about individual student needs during the lesson annotation process. Bridges and CKLA lesson annotations should include plans to support all students who are below grade level in literacy or math, and content-specific professional development will focus on brainstorming and aligning on supports, scaffolds, and modeling to close literacy and math-related gaps.

In 5th through 8th grade, targeted co-teaching assignments are structured to support students who were promoted to the next grade level with provisions and students with the highest level of academic needs. Specific blocks throughout the day, such as "Get Wise Wednesday", are dedicated to differentiated instruction and targeted remediation based on assessment data.

**Enrichment Camps:** A portion of ARP-ESSER 3 Funds will be allocated for two 3-week Academic Enrichment Camps that will occur during the October and February Trimester breaks during the 2022-23 and 2023-24 school year. These camps will be serviced by outside organizations that provide holistic academics, arts, and athletic opportunities for students to connect socially and emotionally. By participating in these enriching out-of-school activities, students form bonds with peers and find new passions, interests, and hobbies.

These funds will cover vendor service fees and all expenses for TEP's highest need students, including low-income students, students with disabilities, English Language Learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care to attend at no cost.

**Social Work:** A portion of ARP-ESSER 3 Funds will be allocated to 20% of the salary for each TEP Social Worker (8 total) for providing mental health services and supports, including additional social emotional learning components, during the 2021-22, 2022-23, and 2023-24 school years. Due to the higher than normal percentage of students with emotional strains, there will be extra support counseling and additional outreach to students and families, both during the school day and outside of school hours.

6. **In the space provided below, please describe how the LEA will spend its remaining ARP ESSER funds consistent with section 2001(e)(2) - the allowable uses of funds - of the ARP Act.**

TEP will use its remaining ARP-ESSER 3 funds to upgrade and improve the indoor air quality at both its Early Childhood and Elementary School campuses. A portion of ARP-ESSER 3 funds will be used to cover the cost of 14 new air conditioning units at the Elementary campus, along with an entire HVAC system remodeling at the Early Childhood location during FY21-22 and FY22-23.

7. **In the space provided below, please describe how the LEA will ensure that the interventions it implements, including but not limited to the interventions implemented under section 2001(e)(1) - the required reserve of 20% of funds - to address the academic impact of lost instructional time, will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students disproportionately impacted by the COVID-19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.**

TEP will consistently monitor all interventions by (1) developing tracking systems to monitor student attendance, engagement, performance, and participation in specific interventions, (2) analyzing assessment data (report card, interim assessment, and end of unit) throughout various points of the intervention phase, and (3) collaborating with teachers and families for feedback to improve interventions.

Based on ongoing data collection, student participation in specific interventions will be evaluated and adjusted accordingly.

**ARP-ESSER Application: Part 2 - ARP Act**LEA ARP-ESSER Plan - ARP-ESSER Return to In-Person Instruction

---

**ARP-ESSER Return to In-Person Instruction**

EQUITY PROJECT CHARTER SCHOOL (THE)

310600860929

Section 2001(i)(1) of the ARP Act requires each LEA that receives ARP ESSER funds to develop and make publicly available on the LEA's website, not later than 30 days after receiving ARP ESSER funds, a plan for the safe return to in-person instruction and continuity of services for all schools, including those that have already returned to in-person instruction. Section 2001(i)(2) of the ARP Act further requires that the LEA seek public comment on the plan and take those comments into account in the development of the plan. Finally, section 2001(i)(3) of the ARP Act states that an LEA that developed a plan for the safe return to in-person instruction and continuity of services prior to the date of enactment of the ARP Act will be deemed to have met the requirement to develop a plan under section 2001(i)(1) as long as the plan meets the statutory requirements (i.e., is publicly available on the LEA's website and was developed after the LEA sought and took into account public comment).

The LEA's plan must include how it will maintain the health and safety of students, educators, and other school and LEA staff and a description of any policies it has adopted regarding each of the CDC's safety recommendations, including universal and correct wearing of masks; modifying facilities to allow for physical distancing (e.g., use of cohorts/podding); handwashing and respiratory etiquette; cleaning and maintaining healthy facilities, including improving ventilation; contact tracing in combination with isolation and quarantine in collaboration with the State, local, territorial, or the health departments of Native American Nations; diagnostic and screening testing; efforts to provide vaccinations to school communities; appropriate accommodations for children with disabilities with respect to health and safety policies; and coordination with State and local health officials.

The plan must describe how the LEA will ensure continuity of services, including but not limited to services to address students' academic needs and the social, emotional, mental health and other needs of students and staff, which may include student health and food services.

LEA plans must be in an understandable and uniform format and, to the extent practicable, written in a language that parents can understand (or, if not practicable, orally translated). Upon request by a parent with a disability, LEA plans must be provided in an alternative format accessible to the parent.

**NYSED will permit previously developed LEA re-opening plans to satisfy the ARP statutory requirement for the safe return to in-person instruction and continuity of services. LEAs must make any necessary updates to existing plans to conform with the USDE requirements within 30 days of receipt of ARP-ESSER funds and to review (and revise if appropriate) plans every six months thereafter (until September 30, 2023).**

- In the space provided below, please provide the URL for the website(s) where the district's most current re-opening/return to in-person learning plan is/will be located. For an LEA that does not have a website, the LEA may identify an online platform (e.g. social media group or post, file sharing service, email listserv) that allows plans to be directly communicated to students, parents or legal guardians, school staff, and other stakeholders. As appropriate, the LEA should provide details about how the plan will be made available to people who request it.**

<https://tepcharter.org/public-info/>

## ARP-ESSER Application: Part 2 - ARP Act

LEA ARP-ESSER Plan - ARP-ESSER Return to In-Person Instruction

---

2. **An LEA must periodically, but no less frequently than every six months (through September 30, 2023), review and, as appropriate, revise its plan. Consistent with section 2001(i)(2) of the ARP Act, which requires an LEA to seek public comment on the development of its plan, an LEA must seek public input and take such input into account in determining whether to revise its plan and, if it determines revisions are necessary, on the revisions it makes to its plan, i.e., the LEA must seek public input on whether to revise its plan and on any revisions to its plan no less frequently than every six months (taking into consideration the timing of significant changes to CDC guidance on reopening schools). If the LEA revises its plan, the revised plan must address each of the aspects of safety currently recommended by the CDC or, if the CDC has updated its safety recommendations at the time the LEA is revising its plan, each of the updated safety recommendations.**

**In the space provided below, please describe how the LEA will review and regularly update (at least every six months through September 30, 2023) it's plan for in-person instruction, including a description of how public comment will be collected.**

Prior to the start of the 2021-22 school year, TEP held family information sessions (both in-person and zoom) to discuss the return to in-person instruction and review TEP's Reopening & Operating Plan. These sessions were held July 27, 2021 – July 29, 2021 and were publicly promoted and accessible to all TEP community members.

Adhering to CDC and DOH guidance, TEP will continue to make updates to the Reopening & Operating Plan accordingly, assessing at least once every six months.

TEP's family communication tool, Parent Square, will be used to continuously share updates regarding the Reopening & Operating Plan, which allows public comment to be posted on behalf of the school community.

**ARP-ESSER Application: Part 2 - ARP Act**

LEA ARP-ESSER Plan - ARP-ESSER Funding Distribution

---

**ARP-ESSER LEA Base 90% Allocation - Funding Distribution**

EQUITY PROJECT CHARTER SCHOOL (THE)

310600860929

**Please note: LEAs that have been allocated funds from the mandated SEA-Level Reserves in the 2021-22 enacted state budget will apply for those funds via a separate application process. NYSED will inform school districts under separate cover when the application process for school district allocations of ARP-ESSER SEA set-aside funds has been published in the SED Monitoring and Vendor Reporting System. The sections below are only for LEA 90% base ARP-ESSER allocations. LEAs should not apply for ARP ESSER SEA Reserve funds as part of this application.**

- Please complete the following to indicate the LEA's American Rescue Plan (ARP) Act LEA Base 90% allocation for Elementary and Secondary School Emergency Relief (ESSER) funds, as well as its most current enrollment figures.**

	Amount (\$ or #)
ARP-ESSER Fund Allocation (\$)	2,505,148
Total Number of K-12 Resident Students Enrolled (#)	1,080
Total Number of Students from Low-Income Families (#)	933

**ARP-ESSER Schools Served**

- Please complete the following chart by indicating the number of PUBLIC SCHOOLS in the LEA being served by ARP-ESSER LEA Base 90% Funding.**

	Number (#)
Total Number of Schools in the LEA	1
Number of Schools Served by ARP-ESSER LEA Base 90% Funding	1

ARP-ESSER Application: Part 2 - ARP Act

LEA ARP-ESSER Plan - ARP-ESSER Use of Funds

**ARP-ESSER LEA Base 90% Allocation - Use of Funds**

EQUITY PROJECT CHARTER SCHOOL (THE)

310600860929

Please note: LEAs that have been allocated funds from the mandated SEA-Level Reserves in the 2021-22 enacted state budget will apply for those funds via a separate application process. NYSED will inform school districts under separate cover when the application process for school district allocations of ARP-ESSER SEA set-aside funds has been published in the SED Monitoring and Vendor Reporting System. The sections below are only for LEA 90% base ARP-ESSER allocations. LEAs should not apply for ARP ESSER SEA Reserve funds as part of this application.

1. Please complete the chart below by identifying the funds being used to support each allowable activity. Please respond with "0" to indicate that no funds are being assigned to a given activity. **PLEASE NOTE - All proposed expenditures must be reflected within the FS-10 budget form AND budget narrative to clearly align with this item.**

	FUNDING Amounts (\$)
1 - Any activity authorized by the ESEA, including the Native Hawaiian Education Act and the Alaska Native Educational Equity, Support, and Assistance Act (20 U.S.C. 6301 et seq.).	0
2 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1400 et seq.).	0
3 - Any activity authorized by the Adult Education and Family Literacy Act (AEFLA) (29 U.S.C. 3271 et seq.).	0
4 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins V) (20 U.S.C. 2301 et seq.).	0
5 - Any activity authorized by subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (McKinney-Vento) (42 U.S.C. 11431 et seq.).	0
6 - Coordinating preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19.	0
7 - Providing principals and other school leaders with the resources necessary to address the needs of their individual schools.	0
8 - Activities to address the unique needs of low-income children or students, students with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care, including how outreach and service delivery will meet the needs of each population.	0
9 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs.	0
10 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases.	0
11 - Purchasing supplies to sanitize and clean the facilities of the LEA, including buildings operated by such LEA.	345,660
12 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under the IDEA and ensuring other education services can continue to be provided consistent with all Federal, State, and local requirements.	0
13 - Purchasing educational technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive technology or adaptive equipment.	0
14 - Providing mental health services and supports, including through the implementation of evidence based full-service community schools.	493,988
15 - Planning and implementing activities related to summer learning and enrichment and supplemental after-school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children and youth in foster care.	426,500
16 - Addressing the academic impact of lost instructional time among an LEA's students (including low-income students, students with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care) by: a) Administering and using high-quality assessments that are valid and reliable to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiating instruction; b) Implementing	450,000

ARP-ESSER Application: Part 2 - ARP Act

LEA ARP-ESSER Plan - ARP-ESSER Use of Funds

	FUNDING Amounts (\$)
evidence-based activities to meet the comprehensive needs of students; c) Providing information and assistance to parents and families on how they can effectively support students, including in a distance learning environment; and d) Tracking student attendance and improving student engagement in distance education.	
17 - School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.	0
18 - Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door repair and replacement.	789,000
19 - Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the CDC for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff.	0
20 - Other activities that are necessary to maintain the operation of and continuity of services in the LEA and continuing to employ existing staff of the LEA.	0
<b>Totals:</b>	<b>2,505,148</b>

ARP-ESSER Application: Part 2 - ARP Act

LEA ARP-ESSER Plan - ARP-ESSER Allocation - Budget

**ARP-ESSER LEA Base 90% Allocation - Budget**

**PLEASE NOTE** - the FS-10 and Budget Narrative are used to provide NYSED with a specific itemization of proposed project expenditures and to provide NYSED and the Office of the State Comptroller with the necessary documentation upon which payments can be based. FS-10s with missing quantities or unit costs, or with terms such "*TBD*" or "*Varies*" cannot be accepted on the FS-10 or Budget Narrative forms.

**Please note: LEAs that have been allocated funds from the mandated SEA-Level Reserves in the 2021-22 enacted state budget will apply for those funds via a separate application process. NYSED will inform school districts under separate cover when the application process for school district allocations of ARP-ESSER SEA set-aside funds has been published in the SED Monitoring and Vendor Reporting System. The sections below are only for LEA 90% base ARP-ESSER allocations. LEAs should not apply for ARP ESSER SEA Reserve funds as part of this application.**

- Please upload a completed and signed copy of the FS-10 Budget for the ARP-ESSER LEA Base 90% Funds.**

ARP-ESSER 3 Signed Budget UPDATED.pdf  
 ESSER 3 Budget Application.pdf  
 ARP-ESSER 3 Signed Budget - 2nd Update w. HVAC quote.pdf

- Please upload a completed copy of the Budget Narrative for the ARP-ESSER LEA Base 90% Funds.**

Budget\_Narrative\_ARP-ESSER 3.pdf  
 Budget\_Narrative\_ARP-ESSER 3 Updated.pdf

- Please complete the following table by providing total proposed expenditures by budget code for funding in relation to the ARP-ESSER Application – Part 2. This information should match the Budget Summary page of the FS-10 budget form.**

	Total Funds (\$)
15 - Professional Salaries	986,198
16 - Support Staff Salaries	303,450
40 - Purchased Services	935,000
45 - Supplies and Materials	0
46 - Travel Expenses	126,500
80 - Employee Benefits	0
90 - Indirect Cost	0
49 - BOCES Services	0
30 - Minor Remodeling	0
20 - Equipment	154,000
<b>Totals:</b>	<b>2,505,148</b>

**BUDGET NARRATIVE**

<b>LEA: The Equity Project (TEP) Charter School</b>	<b>FOR TITLE: ARP - ESSER 3</b>
<b>BEDSCODE: 310600860929</b>	

---

**\*\* MUST BE SUBMITTED WITH EACH BUDGET IN THE CONSOLIDATED APPLICATION**

---

**If using Transferability, please indicate on the Budget Narrative and FS-10 the amount of funds to be included under transferability in the budget categories where funds will be used. Example: In the Title IIA budget under Code 15 – Transferability - Title I Reading Teacher – FTE.35 - \$15,000.**

<b>CODE/ BUDGET CATEGORY</b>	<b>EXPLANATION OF EXPENDITURES IN THIS CATEGORY (as it relates to the program narrative for this title)</b>
<i>Code 15 Professional Salaries</i>	<p><i>\$1,457,698</i></p> <p><i>A portion of ARP-ESSER 3 Funds will be allocated to 30% of the Facilities Supervisor salary during both the 2021-22 and 2022-23 school year. This individual oversees and manages custodial staff, ensuring that proper cleaning and disinfection is completed in adherence to CDC and DOH guidance.</i></p> <p><i>A portion of ARP-ESSER 3 Funds will be allocated to 20% of the salary for each TEP Social Worker (8 total) for providing mental health services and supports, including additional social emotional learning components during the 2021-22, 2022-23, and 2023-24 school years.</i></p> <p><i>A portion of ARP-ESSER 3 Funds will be allocated to 20% of the salary for 2 teachers per grade level (18 total), for time dedicated to planning and implementation of learning interventions during the 2023-24 school year. These teachers will support with the creation and progress monitoring of supplemental curricular materials, tutoring initiatives, family-based trainings, targeted lesson annotations, social emotional learning activities, and academic enrichment camp opportunities.</i></p> <p><i>A portion of ARP-ESSER 3 Funds will be allocated to a Staff Appreciation bonus to retain staff members and recognize the increase in roles and responsibilities taken on to maintain the daily operation of the school due to understaffing during the pandemic and as a result of the vaccine mandate.</i></p> <p><i>A portion of ARP-ESSER 3 Funds will also be allocated to a Staff Referral bonus, as an effort to fill all open teaching positions due to understaffing because of the pandemic and vaccine mandate.</i></p>

<b>CODE/ BUDGET CATEGORY</b>	<b>EXPLANATION OF EXPENDITURES IN THIS CATEGORY (as it relates to the program narrative for this title)</b>
<b>Code 16</b> <i>Support Staff Salaries</i>	\$303,450 <i>A portion of ARP-ESSER 3 Funds will be allocated to the salaries of custodial staff members (3 total) who are responsible for cleaning and disinfection across all three TEP campuses during the 2021-22, 2022-23, and 2023-24 school years.</i>
<b>Code 40</b> <i>Purchased Services</i>	\$397,310 <i>A portion of ARP-ESSER 3 Funds will be allocated for two 3-week Academic Enrichment Camps that will occur during the October and February Trimester breaks during the 2022-23 and 2023-24 school year. These camps will be serviced by outside organizations that provide holistic academics, arts, and athletic opportunities for students to connect socially and emotionally. These funds will cover vendor service fees and all expenses for TEP's highest need students to attend at no cost.</i>  <i>A portion of ARP-ESSER 3 Funds will be allocated for external education consulting services for guidance and support on implementing learning loss intervention plans.</i>
<b>Code 45</b> <i>Supplies and Materials</i>	<i>N/A</i>
<b>Code 46</b> <i>Travel Expenses</i>	\$126,500 <i>A portion of ARP-ESSER 3 Funds will be used to provide bus transportation to and from TEP Enrichment Camps during both trimester breaks.</i>

<b>CODE/ BUDGET CATEGORY</b>	<b>EXPLANATION OF EXPENDITURES IN THIS CATEGORY (as it relates to the program narrative for this title)</b>
<b>Code 80</b> <i>Employee Benefits</i>	<i>N/A</i>

<b>Code 90</b> <i>Indirect Cost</i>	<i>N/A</i>
<b>Code 49</b> <i>BOCES Services</i>	<i>N/A</i>
<b>Code 30</b> <i>Minor Remodeling</i>	<i>N/A</i>
<b>Code 20</b> <i>Equipment</i>	<i>\$220,190</i> <i>To improve the indoor air quality at TEP's Elementary campus, a portion of ARP-ESSER 3 funds will be used to replace 14 air conditioning units.</i>

The University of the State of New York  
**THE STATE EDUCATION DEPARTMENT**

**PROPOSED BUDGET FOR A  
 FEDERAL OR STATE PROJECT  
 FS-10 (03/15)**

= Required Field

Local Agency Information			
<b>Funding Source:</b>	ARP - ESSER 3		
<b>Report Prepared By:</b>	Maureen Weaver		
<b>Agency Name:</b>	The Equity Project (TEP) Charter School		
<b>Mailing Address:</b>	4280 Broadway, 2nd Floor		
	Street		
	New York	NY	10033
	City	State	Zip Code
<b>Telephone # of Report Preparer:</b>	212-328-1775	<b>County:</b> New York	
<b>E-mail Address:</b>	<a href="mailto:maureen.weaver@tepcharter.org">maureen.weaver@tepcharter.org</a>		
<b>Project Funding Dates:</b>	3/13/2020 Start	9/30/2024 End	

- INSTRUCTIONS**
- Submit the original FS-10 Budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying. DO NOT submit this form to Grants Finance.
  - The Chief Administrator's Certification on the Budget Summary worksheet must be signed by the agency's Chief Administrative Officer or properly authorized designee.
  - An approved copy of the FS-10 Budget will be returned to the contact person noted above. A window envelope will be used; please make sure that the contact information is accurate and confined to the address field without altering the formatting.
  - For information on budgeting refer to the Fiscal Guidelines for Federal and State Aided Grants at <http://www.oms.nysed.gov/cafe/guidance/>.

<b>SALARIES FOR PROFESSIONAL STAFF</b>			
Subtotal - Code 15			<b>\$986,198</b>
<b>Specific Position Title</b>	<b>Full-Time Equivalent</b>	<b>Annualized Rate of Pay</b>	<b>Project Salary</b>
Facilities Supervisor (FY21-22, 22-23)	0.30	\$70,350	\$42,210
Social Worker (FY 21-22, 22-23, 23-24)	0.20	\$90,000	\$54,000
Social Worker (FY 21-22, 22-23, 23-24)	0.20	\$90,000	\$54,000
Social Worker (FY 21-22, 22-23, 23-24)	0.20	\$90,000	\$54,000
Social Worker (FY 21-22, 22-23, 23-24)	0.20	\$90,000	\$54,000
Social Worker (FY 21-22, 22-23, 23-24)	0.20	\$94,500	\$56,700
Social Worker (FY 21-22, 22-23, 23-24)	0.20	\$99,225	\$59,535
Social Worker (FY 21-22, 22-23, 23-24)	0.20	\$124,589	\$74,753
Social Worker (FY 21-22, 22-23, 23-24)	0.20	\$145,000	\$87,000
Kindergarten Teacher (FY 23-24)	0.20	\$125,000	\$25,000
Kindergarten Teacher (FY 23-24)	0.20	\$125,000	\$25,000
1st Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
1st Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
2nd Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
2nd Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
3rd Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
3rd Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
4th Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
4th Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
5th Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
5th Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
6th Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
6th Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
7th Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
7th Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
8th Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000
8th Grade Teacher (FY 23-24)	0.20	\$125,000	\$25,000



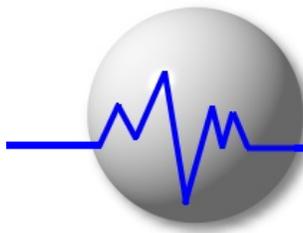
PURCHASED SERVICES			
Subtotal - Code 40			\$935,000
Description of Item	Provider of Services	Calculation of Cost	Proposed Expenditure
Academic Enrichment Camps (FY22-23, 23-24) *20 days/year, 40 days total	TEP Enrichment Camp Service Provider	\$50,000/year	\$100,000
Academic Enrichment Camps (FY22-23, 23-24) *20 days/year, 40 days total	TEP Enrichment Camp Service Provider	\$50,000/year	\$100,000
Academic Enrichment Camps (FY22-23, 23-24) *20 days/year, 40 days total	TEP Enrichment Camp Service Provider	\$50,000/year	\$100,000
Early Childhood Campus - HVAC System (removal of old system, system re- deisgn, installation of new system)	Integrated HVAC Systems & Services Inc.	Total cost for removal of old system, system re- design, installation of new system, as per attached detailed proposal	\$635,000

<b>TRAVEL EXPENSES</b>			
Subtotal - Code 46			<b>\$126,500</b>
Position of Traveler	Destination and Purpose	Calculation of Cost	Proposed Expenditures
Enrichment Camp Student Participants (FY22-23, 23-24)	Transportation to and from enrichment camps during trimester break *20 days/year, 40 days total	approx. \$25,000/year	\$50,000
Early Arrival Learning Intervention Student Participants (FY21-22)	Students required to participate in early arrival learning intervention lab are provided bus transportation to school	\$600/day x 175 days = \$105,000 *Grant will cover 72.86% of total cost	\$76,500

EQUIPMENT			
Subtotal - Code 20			<b>\$154,000</b>
Description of Item	Quantity	Unit Cost	Proposed Expenditure
Elementary Campus - Air Conditioning Units (FY21-22, 22-23)	14.00	\$11,000/unit	\$154,000



**Finance:** Logged \_\_\_\_\_ Approved \_\_\_\_\_ MIR \_\_\_\_\_



# Integrated HVAC

---

**Systems & Services Inc.**

April 26, 2021

Margaret Peeler  
Dir of Facilities  
TEP Charter School

**Project Name:** Variable Refrigerant Flow (VRF) Heat Pump System  
**Project Location:** 4280 Broadway, New York, NY 10033  
**IHVAC Quote#:** 0421CC164-B\_REV02

## Proposal

Dear Margaret,

Pursuant to our site walk thru we are pleased to submit the cost to upgrade the existing gas heating and electric cooling system with a VRF high efficiency inverter heat pump system as follows:

### North Side Equipment Schedule

Tag #	Unit Type	Model #	Cool/Heat BTU-hr	Area Served
<b>HP-N-2-1</b>	<b>Heat Pump</b>	<b>ARUM121BTE5</b>	<b>120/135mbh (10Ton)</b>	<b>VAV 2-7,8,9,10</b>
FCU-N-2-1-A	Horizontal Fan Coil	ARNU543M3A4	54,000/61,400 (5Ton)	Pre-K-251, 252
FCU-N-2-1-B	Horizontal Fan Coil	ARNU543M3A4	54,000/61,400 (5Ton)	Pre-K-253, 254
<b>HP-N-2-2</b>	<b>Heat Pump</b>	<b>ARUM096BTE5</b>	<b>96/108mbh (8Ton)</b>	<b>VAV 2-4, 2-5, 2-6</b>
FCU-N-2-2	Horizontal Fan Coil	ARNU963B8A4	95,900/107,500(8Ton)	First Grade-257
				First Grade-258
				First Grade-259
<b>HP-N-2-3</b>	<b>Heat Pump</b>	<b>ARUM072BTE5</b>	<b>72/81mbh (6Ton)</b>	<b>VAV 2-11, 2-12, 2-13</b>
FCU-S-2-3	Horizontal Fan Coil	ARNU763B8A4	76,400/86,00(6Ton)	Pre-K-260
				Pre-K-261
				Staff
<b>HP-N-2-4</b>	<b>Heat Pump</b>	<b>ARUM096BTE5</b>	<b>96/108mbh (8Ton)</b>	<b>VAV 2-1, 2-2, 2-3</b>
FCU-N-2-4-A	Horizontal Fan Coil	ARNU763B8A4	76,400/86,000(6Ton)	First Grade-255
				First Grade-256
FCU-N-2-4-B	4-way Cassette	ARNU243TNA4	24,200/27,300(2Ton)	Utility

*This Space Left Intentionally Blank*

**Project Name:** Variable Refrigerant Flow (VRF) Heat Pump System  
**Project Location:** 4280 Broadway, New York, NY 10033  
**IHVAC Quote#:** 0421CC164\_REV02

**South Side Equipment Schedule**

Tag #	Unit Type	Model #	Cool/Heat BTU-hr	Area Served
<b>HP-S-2-1</b>	<b>Heat Pump</b>	<b>ARUM192BTE5</b>	<b>192/216mbh (16Ton)</b>	<b>FCU-S-2-1-A, B, C</b>
FCU-S-2-1-A	Horizontal Fan Coil	ARNU543M3A4	54,000/61,400 (5Ton)	CR-5 / 220
FCU-S-2-1-B	Horizontal Fan Coil	ARNU543M3A4	54,000/61,400 (5Ton)	CR-4 / 219
FCU-S-2-1-C	Horizontal Fan Coil	ARNU543M3A4	54,000/61,400 (5Ton)	CR-2 / 212
<b>HP-S-2-2</b>	<b>Heat Pump</b>	<b>ARUN060GSS4</b>	<b>60/64mbh (5Ton)</b>	<b>FCU-S-2-2</b>
FCU-S-2-2	Horizontal Fan Coil	ARNU543M3A4	54,000/61,400 (5Ton)	Recreation / 210
<b>HP-S-2-3</b>	<b>Heat Pump</b>	<b>ARUN060GSS4</b>	<b>60/64mbh (5Ton)</b>	<b>FCU-S-2-3</b>
FCU-S-2-3	Horizontal Fan Coil	ARNU543M3A4	54,000/61,400 (5Ton)	CR-1 / 211 & Rec
<b>HP-S-2-4</b>	<b>Heat Pump</b>	<b>ARUN048GSS4</b>	<b>48/54mbh (4Ton)</b>	<b>FCU-S-2-4</b>
FCU-S-2-4	Horizontal Fan Coil	ARNU483B8A4	48,100/51,200 (4Ton)	Office-1,2-CR-3-RR
<b>HP-S-2-5</b>	<b>Heat Pump</b>	<b>ARUM096BTE5</b>	<b>96/108mbh (8Ton)</b>	<b>FCU-S-2-5-A, B</b>
FCU-S-2-5-A	Horizontal Fan Coil	ARNU483B8A4	48,100/54,200(4Ton)	CR-6 / 221
FCU-S-2-5-B	Horizontal Fan Coil	ARNU483B8A4	48,100/54,200(4Ton)	Entry-Reception /201
				Nurse office / 203
				Corridor / 204-218

**BASE PROPOSAL - SCOPE OF WORK**

Permits Plans and Filing

Supply all required labor and material to:

- Perform asbestos inspection required for NYC DOB filing
- File project with NYC DOB and obtain required mechanical work type permits.
- Includes said filing fees

Rigging and Demolition

Supply all required labor and material to:

- Remove refrigerant from all units to be removed ad per EPA guidelines.
- Remove all electrical, gas, and ductwork connections and make ready for removal.
- North Roof: Remove (4) Rooftop Units
- South Roof: Remove (5) Rooftop Units
- Receive truck, and rig equipment.
- Supply Full / Partial Street Closing Permit
- Supply after hours work variance
- Top (2) Floors must be evacuated during crane operations.
- NYC Traffic agents not included (if applicable)
- PE Drawings & NYC approved CN non included unless otherwise specified.
- Parking / Clearance on both sides of the street for Crane Vehicles secured by others.
- Geo TechSurvey, Powerline Survey, Con Ed Vault Approvals: All by others if applicable.

**Integrated HVAC Systems & Services Inc.**

52 Columbia Street • Islip, NY 11751 • Voice (631) 859-8800 • Fax (631) 859-8806

Email: office@integratedhvac.com

**Project Name:** Variable Refrigerant Flow (VRF) Heat Pump System  
**Project Location:** 4280 Broadway, New York, NY 10033  
**IHVAC Quote#:** 0421CC164\_REV02

Mechanical & Ductwork.

Supply all required labor and material to:

- Remove and dispose of (9) Existing Rooftop Units.
- Modify steel as required to accommodate (9) Outdoor Heat Pumps
- Existing supply duct risers to be converted to provide required outside air for ventilation.
- Existing return duct risers to be used as a chase for refrigerant, electrical, and communication risers.
- Remove and dispose of (3) VAV Boxes (South).
- Modify the existing ductwork to accommodate (14) indoor air handlers.
- Install new mixing boxes at each air handler to accommodate economizer/minimum outside air connections.
- Install required refrigeration piping connecting each indoor unit to its respective outdoor unit.
- Install required condensate drain piping to nearest feasible drain location.
- Upon successful pressure test evacuate and charge each system.
- Leave on-line for service.

Electrical Power Wiring

Supply all required labor and material to:

- Modify the existing electric service at each roof top unit to power a new outdoor heat pump.
- Install a new non-fused disconnect and all required electrical piping and wiring.
- Modify the electric at each VAV box to accommodate the new air handler (South).
- Install additional electric to newly installed indoor air handlers where no VAV box is existing.
- Includes all required breakers, safety switches, disconnects.

**Inclusions**

LG Equipment basis of design (outlined in North and South Equipment Schedule)

**LOYTEC BUILDING MANAGEMENT SYSTEM**

Equipment

**North AHU Controllers (Typ. 5x)**

Provide NEMA 1 Enclosure with Backplane Assembly  
Provide LIOB-588 Programmable Controller  
Provide LPOW-DC Power Supply  
Provide Required Damper Actuators  
Provide End Devices: Required sensors and relays

**DDCP-1 North Control Panel**

Provide NEMA 1 Enclosure with Backplane Assembly  
Provide LINX-153 Automation Server  
Provide LVIS-3MEG-12 Panel Mounted Graphical Touch Screen  
Provide LPOW-DC Power Supply  
Provide RIB- AC Power Supply  
Provide Network Router & switch  
Provide End Devices: Required sensors and relays  
Provide LG BACnet Gateway

**DDCP-2 South Control Panel**

Provide NEMA 1 Enclosure with Backplane Assembly  
Provide LINX-153 Automation Server  
Provide LVIS-3MEG-12 Panel Mounted Graphical Touch Screen  
Provide LIOB-100 I/O Modules (Qty:3)  
Provide LPOW-DC Power Supply  
Provide RIB- AC Power Supply  
Provide Network Switch  
Provide Damper Actuators  
Provide End Devices: Required sensors and relays  
Provide LG BACnet Gateway

**Integrated HVAC Systems & Services Inc.**

52 Columbia Street • Islip, NY 11751 • Voice (631) 859-8800 • Fax (631) 859-8806

Email: [office@integratedhvac.com](mailto:office@integratedhvac.com)

**Project Name:** Variable Refrigerant Flow (VRF) Heat Pump System

**Project Location:** 4280 Broadway, New York, NY 10033

**IHVAC Quote#:** 0421CC164\_REV02

### Services

Supply all required labor and material to:

Provide Submittal / AS Built Drawings

Provide System Programming

Provide Custom Graphics

Create Trend Data and Logs

Create Custom Alarms and routing Matrix

BACnet Integration to LG-Systems

BACnet Integration to existing Thermostats (North Side)

Create custom TOD Schedules

Fabricate and install control enclosures.

Install required control and communication wiring.

Make all point-to-point terminations.

Connect to customer supplied ethernet drop

Startup Test and Commission all said equipment as per Manufacturer recommendations.

Leave system online for service

### **Exclusions:**

Overtime

Asbestos abatement if required

Grid ceiling repairs/replacement

Air Test & Balancing

Structural engineering

3<sup>rd</sup> party inspections

Any work, equipment or material not specifically outlined in this proposal

### **Design Notes:**

A Variable Refrigerant Flow (VRF) system is a single refrigerant circuit that connects many indoor units to one outdoor unit. VRF is a superior way to heat and cool any space, providing improved humidity control, individual set points per indoor unit, and a very quiet comfort experience. In the heat recovery configuration, VRF also allows for heating and cooling simultaneously in different zones, further enhancing energy savings, and increasing occupant comfort. Energy efficient and easy to design, install, and maintain, a VRF system has low life cycle cost compared to other systems on the market today.

### **Clarifications:**

1. It is assumed that existing VAV boxes to remain have built-in bypass.
2. Any required work/repairs not specifically listed in this proposal are considered over and beyond this proposal price.
3. If additional work/repairs are required, they shall be quoted separately.
4. We are not liable for any special, indirect, consequential, incidental or liquidated damages.
5. This proposal is based on receipt of a Tax-Exempt Certificate.
6. If proper certificate is not received upon signing appropriate sales tax will be added to all invoices and be the responsibility of the customer to pay.

### **ADD-ALTERNATE #1 – Install VAV Controllers**

*Scope of work to remain consistent with the scope described above, except with the following addition:*

#### **VAV Controllers (Typ. 12x)**

Provide LIOB-585 Programmable Controller

Provide LSTAT Network Thermostat

Provide LPOW-DC Power Supply

Provide VAV Actuator

Provide End Devices: Required sensors and relays

Provide additional communication wiring, programming, and graphics

## **Integrated HVAC Systems & Services Inc.**

52 Columbia Street • Islip, NY 11751 • Voice (631) 859-8800 • Fax (631) 859-8806

Email: [office@integratedhvac.com](mailto:office@integratedhvac.com)

**Project Name:** Variable Refrigerant Flow (VRF) Heat Pump System

**Project Location:** 4280 Broadway, New York, NY 10033

**IHVAC Quote#:** 0421CC164\_REV02

**Workmanship:**

1. After installation, a qualified representative will start, test, and provide instructions on the use of the equipment.
2. Seller guarantees to repair or replace any part found by seller to be defective in material or workmanship within the period of one year from the date of installation covered by such guarantee as is received by the seller from the manufacturer or supplier thereof.
3. Warranty for Service: Service under these warranties shall be provided at no cost during normal working hours, Monday through Friday, 8:00 a.m. - 4:30 p.m., except holidays. Service required outside of normal working hours will be billed at the prevailing rate at the time the service is rendered. Warranty service does not include maintenance such as lubrication; filter cleaning, fuses and circuit breakers.
4. Limitations:
  - a. The warranties are void if any part of the installation is adjusted or altered by anyone other than Integrated HVAC Systems & Services or our authorized representatives.
  - b. Integrated HVAC Systems & Services is not responsible for equipment or ductwork not furnished or installed by Integrated HVAC Systems & Services
  - c. The contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, or products or materials containing asbestos or other hazardous substances. In the event the contractor encounters any such products or materials in the course of performing its work, contractor shall have the right to discontinue its work and remove its employees from the project until such products or materials, and any hazards connected therewith, are abated, encapsulated or removed or it is determined that no hazard exists (as the case may require), and contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction of same.
  - d. Integrated HVAC Systems & Services shall not provide service under the warrantee if any unpaid balance is due under this or any other contract between customer and Integrated HVAC Systems & Services.
  - d. Integrated HVAC Systems & Services is not responsible for noise control inspections.

**Investment:**

We propose to furnish labor and material in complete accordance with the above specifications and guarantee all labor and material (provided by Integrated HVAC) against defective parts and poor workmanship for a period of one year from the date of installation.

Any alterations or deviation from the above specifications involving extra costs will be executed upon written change order and will become an extra change over and above the proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.

**Terms:**

- 33% due upon signing.
- 33% due upon equipment delivery.
- Balance due upon Startup.
- Price and equipment availability are firm for 30-day acceptance.
- Payment: net due upon receipt of invoice.
- Specific Terms and Conditions apply
- 3.5% Convenience fee will be added to all payments by credit card.

**Integrated HVAC Systems & Services Inc.**

52 Columbia Street • Islip, NY 11751 • Voice (631) 859-8800 • Fax (631) 859-8806

Email: [office@integratedhvac.com](mailto:office@integratedhvac.com)

**Project Name:** Variable Refrigerant Flow (VRF) Heat Pump System

**Project Location:** 4280 Broadway, New York, NY 10033

**IHVAC Quote#:** 0421CC164\_REV02

**Conditions:**

- All Labor to be performed on straight time between 8:00AM and 4:30PM.
- All overtime and additional repairs and parts found to be necessary during the performance of the quoted Repairs would be considered extra service and invoiced separately upon your written authorization.
- Our quoted price does not include taxes of any kind. Taxes will be billed extra except when supplied with a tax exemption certificate.
- Should any portion of our price be a Capital Improvement item and therefore exempt from taxes, kindly submit a capital improvement certificate for our files along with your purchase order.
- Quoted price will hold for ten days.

**Warranty:**

Manufacturer Warranties are passed along to customer

One-year warranty workmanship

Thank you for the opportunity to be of service. If you have any additional questions, please feel free to call me at your convenience. If you wish to proceed, kindly sign and return one (1) copy of the acceptance page as your authorization directing us to proceed or forward your purchase order. Your valued order would be sincerely appreciated.

Respectfully Submitted,  
Integrated HVAC Systems & Services, Inc.

*Ike Beyer*

Ike Beyer  
President

**Integrated HVAC Systems & Services Inc.**

52 Columbia Street • Islip, NY 11751 • Voice (631) 859-8800 • Fax (631) 859-8806

Email: [office@integratedhvac.com](mailto:office@integratedhvac.com)

**Project Name:** Variable Refrigerant Flow (VRF) Heat Pump System  
**Project Location:** 4280 Broadway, New York, NY 10033  
**IHVAC Quote#:** 0421CC164\_REV02

## *Signature Page*

April 26, 2021

Margaret Peeler  
 Dir of Facilities  
 TEP Charter School

**INVESTMENT:** We propose to furnish labor and material in complete accordance with the above specifications and guarantee all labor and material (provided by Integrated HVAC) against defective parts and poor workmanship for a period of one year from the date of installation.

Any alterations or deviation from the above specifications involving extra costs will be executed upon written change order and will become an extra change over and above the proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.

***Base Proposal – Install LG VRF Systems & Loytec Building Management System***

*The net price to install the scope of work as described in this proposal is \$715,500.00 Dollars \_\_\_\_\_ Accepted*

<i>Base Proposal Cost</i>	<i>\$715,500.00</i>
<i>less Con Ed Incentive</i>	<i>\$60,000.00</i>
<i>less NYSERDA RTEM Incentive</i>	<i>\$50,000.00</i>
<b><i>Net Adjusted Cost</i></b>	<b><i>\$605,500.00</i></b>

***Add-Alternate #1 – VAV Controllers***

*The additional cost to install the scope of work as described in Alternate-1 is \$32,550.00 Dollars \_\_\_\_\_ Accepted*

- ***Incentive amounts are estimated and must be verified by Con Ed and NYSERDA***

*If project is tax exempt, customer is responsible to provide a tax certificate as necessary: otherwise taxes will be included on all invoices.*

### CUSTOMER ACCEPTANCE

*This proposal is hereby accepted and Integrated HVAC Systems & Services, Inc. is authorized to proceed with the work proposed herein. This proposal is valid for 30 days and supersedes any other proposals that reference this scope of work. This proposal incorporates the specific terms and conditions attached.*

CUSTOMER ACCEPTANCE	INTEGRATED HVAC ACCEPTANCE
SIGNATURE:	SIGNATURE:
NAME (PRINT):	NAME:
DATE:	DATE:
AMOUNT: \$	AMOUNT: \$
PO#:	
CAPITAL IMPROVEMENT:    YES            NO	

*(Please sign and return signature page as our authorization to proceed)*

**Integrated HVAC Systems & Services Inc.**

52 Columbia Street • Islip, NY 11751 • Voice (631) 859-8800 • Fax (631) 859-8806

Email: [office@integratedhvac.com](mailto:office@integratedhvac.com)

**Project Name:** Variable Refrigerant Flow (VRF) Heat Pump System  
**Project Location:** 4280 Broadway, New York, NY 10033  
**IHVAC Quote#:** 0421CC164\_REV02

### **SPECIFIC TERMS AND CONDITIONS**

By accepting this proposal, the purchaser agrees to the following Terms and Conditions.

1. **SCOPE OF WORK:** Unless noted otherwise, this proposal is based upon the use of straight time labor only. Plastering, patching, and painting is excluded. Material will be furnished by Integrated HVAC systems & Services (IHVAC) however, may be distributed and installed by others under (IHVAC) 's supervision but at no additional cost to IHVAC. Purchaser agrees to provide IHVAC with required field utilities (electricity, drinking water, project hoist, elevator service, etc.) without charge. IHVAC agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge IHVAC for any costs or expenses without IHVAC's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by IHVAC under this agreement, IHVAC 's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by IHVAC shall not operate to compel IHVAC to perform any work relating to Hazards without IHVAC's express written consent. Services performed at customer's direction outside of the scope of this proposal will be billed at our prevailing rates.
2. **INVOICING AND PAYMENTS:** Invoices are due and payable upon receipt of invoice. If payment is not received when due, the agreement will be considered breached and services may be suspended or terminated. Payments shall be made in monthly, quarterly, or yearly installments as stated in the contract. All overdue balances will accrue a 1 ½ % interest rate.
3. **MATERIAL:** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of IHVAC, then in the case of such temporary unavailability, the time of the performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability , IHVAC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute.
4. **WARRANTY:** On the condition that all proper maintenance was timely performed IHVAC warrants that the work installed shall be free from defects in material and workmanship arising from normal usage for a period of one year from completion of said work. For equipment installed by IHVAC, if purchaser provides written notice to IHVAC on any such defect within thirty (30) days after the appearance of discovery of such defect, IHVAC shall, at its option, repair or replace the defective equipment. For equipment not installed by IHVAC, if Purchaser returns the defective equipment to IHVAC within thirty (30) days after appearance or discovery of such defect. IHVAC shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred about the warranty for equipment not installed by IHVAC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. Repair or replacement of equipment parts or components is limited to restoring working condition. IHVAC shall not be obligated to provide replacement equipment that provides significant betterment or improvement to the system initially installed. IHVAC shall not be responsible for repairs, replacement or services required due to negligence, abuse, misuse or improper repairs or modifications, lack of operator maintenance or other issues beyond our control. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF THE MERCHANT ABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY:** IHVAC shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES:** Unless noted otherwise, the price of this proposal does not include duties, sales, use, excise or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by IHVAC or, alternately, shall provide IHVAC with acceptable tax exemption certificates. IHVAC shall provide Purchaser with any tax payment certificates upon request and after completion and acceptance of the work.
7. **DELAYS:** IHVAC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond IHVAC's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of IHVAC, etc. IHVAC shall not be responsible for loss, delay, injury, or damages caused by circumstances beyond our control. In no event, shall we be liable for business interruption losses, or consequential or speculative damages.
8. **COLLECTION COST & ATTORNEYS' FEES:** Purchaser agrees that he will pay and reimburse IHVAC for all reasonable attorney fees and collection costs which are incurred by IHVAC in the collection of amounts due and payable hereunder.
9. **INDEMNITY:** The parties hereto agree to indemnify each other from all liabilities, claims, expenses, losses or damages. Including attorneys' fees, which may arise about the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
10. **OCCUPATIONAL SAFETY AND HEALTH:** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
11. **CHANGES:** No change or modifications of any of the terms and conditions stated herein shall be binding upon IHVAC unless accepted by IHVAC in writing.
12. **EMERGENCY SERVICE WORK:** If emergency service is performed at your request and inspection does not reveal any defects for which we are liable under the agreement the emergency service call will be billed at our prevailing time and material rate

**Integrated HVAC Systems & Services Inc.**

52 Columbia Street • Islip, NY 11751 • Voice (631) 859-8800 • Fax (631) 859-8806

Email: [office@integratedhvac.com](mailto:office@integratedhvac.com)

= Required Field

Agency Name:	<u>The Equity Project (TEP) Charter School</u>	<u>New York</u>
Mailing Address:	<u>549 Audubon Ave, Trailer 30</u>	<u>County</u>
	<u>New York, NY 10040</u>	

Agency Code:

Amendment #:

Project Number:

Contract #:

Contact Person:

Tel:

E-mail Address:

### INSTRUCTIONS

- Submit the original and two copies directly to the same State Education Department office where budget was mailed. DO NOT submit this form to Grants Finance.
- This form need only be submitted for budget changes that require prior approval as follows:
  - Personnel positions, number and type
  - Equipment items having a unit value of \$5,000 or more, number and type
  - Minor remodeling
  - Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or \$1,000, whichever is greater
  - Any increase in the total budget amount.
- Amendment # at top of this page must be completed.
- If extra room is needed for explanations, expand the rows using the row breaks on the left.
- Do not use the FS-10-A for requesting a project extension.

### CHIEF ADMINISTRATOR'S CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, & accurate, & the expenditures, disbursements, & cash receipts are for the purposes & objectives set forth in the terms & conditions of the Federal (or State) award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Date: 9/8/2023

Signature: 

### FOR DEPARTMENT USE ONLY

Program Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Finance:  Logged

Approved

SUBTOTAL	EXPLANATION (Provide same detail as required in FS-10 Budget)	SUBTOTAL INCREASE	SUBTOTAL DECREASE
15 - Professional Salaries	1. Add Staff Appreciation Bonus (+ \$419,000) 2. Add Staff Referral Bonus (+ \$52,500) (To address staffing challenges experienced since onset of COVID-19, support recruitment and retention of effective staff, and maintain the operation and continuity of school.)	\$471,500	\$0
16 - Support Staff Salaries	N/A	\$0	\$0
40 - Purchased Services	1. Add External Education Consulting Services: +\$97,310 2. Remove Early Childhood Campus - HVAC System (removal of old system, system re-design, installation of new system): -\$635,000	\$97,310	\$635,000
45 - Supplies & Materials	N/A	\$0	\$0
46 - Travel Expenses	N/A	\$0	\$0
80 - Employee Benefits	N/A	\$0	\$0
90 - Indirect Cost	N/A	\$0	\$0
49 - Boces Services	N/A	\$0	\$0
30 - Minor Remodeling	N/A	\$0	\$0
20 - Equipment	1. ELEM AC Units: Increase from \$154,000 to \$220,190. 14 units, approx. \$15,727 each	\$66,190	\$0
Total Increase or Decrease:		(+) \$ 635,000	(-) \$ 635,000
Net Increase or Decrease:		\$ 0	
ENTER BUDGET >	Previous Budget Total:	\$ 2,505,148	
Proposed Amended Total:		\$ 2,505,148	

**NOTE:** The Equity Project (TEP) Charter School welcomes and encourages public feedback on the ARP-ESSER Plan. Please email [info@tepcharter.org](mailto:info@tepcharter.org) with any questions or comments.