

**Announcement of Funding Opportunity  
Learning Technology Grant**

<b>Legislative Authority</b>	<a href="#"><u>Commissioner's Regulations Section 144.8.</u></a>
<b>Purpose of Grant</b>	To develop, implement, and share innovative programs that utilize learning technologies to personalize learning and/or increase access to high-quality, rigorous learning experiences (such as through online, distance, or blended learning), as well as professional development programs to assist teachers and educational leaders in effectively utilizing learning technology to enhance teaching and learning. These programs (and component activities, materials, courses, etc.) will focus on improving culturally and linguistically responsive learning environments, and will support the mission of the NYS Board of Regents, which is to ensure that every child has equitable access to the highest quality educational opportunities, services and supports in schools that provide effective instruction aligned to the state's standards, as well as positive learning environments so that each child is prepared for success in college, career, and citizenship.
<b>Project Period</b>	The grant period is 2.5 years from January 1, 2025, to June 30, 2027. A budget for Year One only (1/1/25 to 6/30/25) must be submitted with this application, together with a 2.5 year budget summary. Funding beyond Year One will be contingent upon the State Legislature appropriating funds, satisfactory performance in the previous year, and timely receipt of the annual report. No extension or carryover of funds from year to year is allowed.
<b>Eligible Applicants</b>	<p>Public school districts and consortia of districts or district(s) and BOCES. (Charter Schools are not eligible to apply.)</p> <ul style="list-style-type: none"> <li>• New York City proposals must be submitted by a Community School District (CSD), either as an individual CSD or as part of a consortium of two (2) or more CSDs.</li> <li>• Big Four public school districts (Buffalo, Rochester, Syracuse, and Yonkers) must apply individually.</li> <li>• Rest of State (ROS) Consortia may be comprised of two or more districts and/or at least one district and at least one BOCES.</li> <li>• BOCES may submit a proposal as part of a consortium with at least one district. BOCES are not eligible to apply for an individual award.</li> <li>• Consortia cannot be comprised of only BOCES. Consortia can</li> </ul>

be comprised of multiple BOCES if at least one district is also a member of the consortium.

- All Consortium proposals must be submitted by the Consortium Lead. Consortium leads may be districts or BOCES. Consortium leads must play an active role in the program proposal; leads may not act solely as a flow-through for grant funds.
- All public school district applicants, either individual district applications or as part of a Consortium, must give Religious and Independent Schools within their boundaries the opportunity to participate. Religious and Independent Schools choosing to participate must be given the opportunity for meaningful and substantial involvement in the development of the proposal. See [Mandatory Requirements](#) section for more information.
- Maximum number of proposals:
  - Each New York City Community School District may submit one (1) application either individually or as part of a consortium with other Community School Districts.
  - Each Big Four District may submit two (2) applications. They may receive one award of \$200,000.
  - ROS Districts may submit one (1) application, either individually or as part of a consortium with other districts and/or BOCES. Districts located in different regions may form a consortium. The proposal will be scored based upon the region of the lead applicant.
  - BOCES may submit one (1) proposal, as part of a consortium with another district(s) and/or district(s) and BOCES.
- Preference, in the form of bonus points, shall be given to proposals submitted by a District or a Consortium that includes:
  - One or more districts designated a Target District, or one or more districts with at least one school identified as a Comprehensive Support and Improvement (CSI) or Targeted Support and Improvement (TSI) School.
  - A District classified as a rural district.
  - A District serving a high percentage of English Language Learners/Multilingual Learners (ELL/MLL) students, students with disabilities, or economically disadvantaged students.

A Consortium may only receive bonus points once for each category, even if more than one consortium district qualifies for a category.

	Bonus points are cumulative. An applicant may qualify for up to 12 bonus points. See page 16 for additional details.
<b>Amount of Funding</b>	<p><b>\$3,285,000</b> is expected to be allocated annually. Funds will be divided into three categories: New York City; the Big Four (Buffalo, Rochester, Syracuse, and Yonkers) public school districts; and those from all other public school districts and BOCES in the Rest of State (ROS).</p> <p>Funding beyond Year One will be contingent upon the State Legislature appropriating funds.</p> <p>Please see the Funding and Awards section of this RFP for additional information.</p>
<b>M/WBE Requirement</b>	<p>Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law for this grant is 30% of each applicant’s total discretionary non-personal service budget each year of the grant. See the M/WBE Participation Goals section and <a href="#">Appendix E</a> for further information and forms for completion.</p>

<b>Application Due Date and Mailing Address</b>	<p>A complete electronic application in Microsoft Word (.docx) or portable document format (.pdf) must be sent to <a href="mailto:RFPGC24-008@nysed.gov">RFPGC24-008@nysed.gov</a> by August 13, 2024. The FS-10 may be submitted electronically in Excel as a separate document. Applicants must also mail the original signed FS-10 budget. These materials must be postmarked by the application deadline, August 13, 2024.</p> <p>Mailing address for the FS-10:</p> <p>New York State Education Department  Office of Educational Design &amp; Technology  89 Washington Avenue  Room 860 EBA  Albany, NY 12234  Attn: John Brock, Learning Technology Grant Application</p>		
<b>Important Dates for Awarding Grants</b>	<p>Applications must be postmarked by:</p> <p>August 13, 2024</p>	<p>Anticipated Preliminary Award Notification:</p> <p>Fall 2024</p>	<p>Anticipated Project Period:</p> <p>January 1, 2025, to June 30, 2027</p>
<b>Questions and Answers</b>	<p>All questions must be submitted by email to <a href="mailto:RFPGC24-008@nysed.gov">RFPGC24-008@nysed.gov</a> by close of business July 16, 2024. A complete list of all Questions and Answers will be posted to <a href="#">P-12 Funding Opportunities</a> no later than close of business, July 30, 2024.</p>		

<b>Non-Mandatory Notice of Intent</b>	The Notice of Intent (NOI) is not a requirement for submitting a complete application by the application date; however, NYSED strongly encourages all prospective applicants to submit an NOI to ensure a timely and thorough review and rating process. The notice of intent is a simple email notice stating your organization's (use the legal name) intent to submit an application for this grant. The NOI due date is August 6, 2024. Please send the NOI to <a href="mailto:RFPGC24-008@nysed.gov">RFPGC24-008@nysed.gov</a>
<b>NYSED Designated Contacts</b>	Program: <b>John Brock</b> Fiscal: <b>Danielle Ebert</b> M/WBE: <b>Brian Hackett</b> <a href="mailto:RFPGC24-008@nysed.gov">RFPGC24-008@nysed.gov</a>

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**Learning Technology Grant  
January 1, 2025, to June 30, 2027**

**Application Guidance**

**Description of Program**

**Purpose**

The Learning Technology Grant program promotes collaboration among public school districts, BOCES, and Religious and Independent Schools to develop, implement, and share programs, activities, and materials to facilitate the delivery of quality instruction, increase equitable access to high-quality learning experiences, and promote culturally and linguistically responsive learning environments for all students using educational technology.

The New York State Education Department (NYSED) recognizes that technology is a powerful tool that provides opportunities to more efficiently and effectively personalize learning, including providing individualized support and resources. Personalized learning is centered on tailoring instruction and learning experiences to support individual learners' strengths and needs, in turn promoting cultural and linguistic responsiveness for all students.

NYSED recognizes that technology can be utilized to provide opportunities, through online, blended, and distance learning, for increased equity in accessing high-quality courses and learning experiences that might not otherwise be available, such as in rural and high-needs schools, as well as in schools that serve a high percentage of students who are identified as ELL/MLL or students with disabilities.

In addition, NYSED recognizes that quality, ongoing teacher and administrator professional development focused on best practices and instructional methodologies related to educational technology is critical to successful implementation.

Therefore, the program goals of the Learning Technology Grant are as follows:

1. The creation of fully developed programs that utilize learning technology (also referred to as educational technology) to enhance teaching and learning, improve culturally and/or linguistically responsive learning environments, and support the goals of the NYS Board of Regents. Programs must address one (or a combination) of the following Focus Areas:
  - Personalized Learning
  - Online, Blended, and/or Distance Learning
  - Professional Development on Topics Related to Educational Technology
2. Implementation of programs with intended audiences of students, teachers, or administrators.



3. Evidence-based evaluation of programs to determine program strengths and weaknesses, adjustments to be made, additional areas for development, and next steps, with the goal of increasing effectiveness, efficiency, scope, and scale.
4. Publication of programs on district website(s), including any and all materials and artifacts (with the exception of PII and artifacts created by K-12 students, such as coursework) produced over the course of the grant, provided in downloadable formats and under [Creative Commons License](#), so that other NYS districts can freely use, copy, adapt, and implement similar programs in their districts. (See [Appendix B](#) for List of Possible Artifacts to be Produced During Grant Period.)

## Scope of Work

Through this grant, all Districts/Consortia<sup>1</sup> will be required to complete some or all of the following:

### 1. Strategic Planning and Materials Creation (Phase 1)

“Time, money, and capacity” are often cited as the top barriers to implementing any new program. Under this category, Districts or Consortia may engage in activities to ensure success of a program. Activities include, but are not limited to, the following:

- a. Identification or development of planning methodologies, tools, and templates.
- b. Formation of one or more committees of relevant stakeholders, and/or planning and implementing procedures to gather input from relevant stakeholders.
- c. Identification of and planning to secure resources (including human, infrastructure, and material) required to implement plan with fidelity.
- d. Development of professional development and (as applicable) instructional plans/maps and materials.
- e. Development of online instructional modules or courses for K-12 students (as applicable)
- f. Development of professional development plans, online courses, Professional Learning Communities (PLCs), or other supports
- g. Identification or creation of evidence-based evaluation methodologies, tools, and templates
- h. Development of a multi-year timeline for program implementation that

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<sup>1</sup> All references to District and Consortia applicants assume inclusion of Religious and/or independent schools within district boundaries who have indicated a desire to participate in the Learning Technology Grant program, should the proposal be successful.

includes:

- i. Milestones to address elements of continuous quality improvement/evidence-based improvement.
  - ii. Evidence of plans to increase scope and scale.
- i. Development of a comprehensive plan for implementing a program that addresses one or more of the three Program Focus Areas (listed in the Program Goals section).
    - i. Comprehensive plan must include materials/artifacts from the sections above (a-h) to be considered complete.
  - j. *All documents, materials, agendas, tools, templates, plans, curriculum maps, modules/courses (both PD and K-12 instructional), timelines, and other artifacts created must be published on the district's or consortium lead's website until June 30, 2030 under [Creative Commons License](#) to be made available to other NYS districts.*
    - i. See [Appendix B](#) for Possible Artifacts to be Produced During Grant Period and [Appendix C](#) for Directions on Posting Materials to District or Lead Consortium Member Website.

## **2. Initial Implementation and Evidence-Based Evaluation (Phase 2):**

With a comprehensive plan in place, districts or consortia will implement and evaluate plans based on collected evidence. Activities include, but are not limited to, the following:

- a. Implementation of program with intended audience, based on comprehensive strategic plan, following the timeline.
- b. Collection of evidence, based on evaluation tools.
- c. Analysis of evidence with relevant stakeholder groups.
- d. Evaluation of program strengths and weaknesses, and determination of adjustments to be made, additional areas for development, and next steps, with the goal of increasing effectiveness, efficiency, scope, and scale.
- e. Revision of timeline and program plan based on analysis and evaluation, with the goal of increasing effectiveness, efficiency, scope, and scale.
- f. All documents, materials, agendas, tools, templates, plans, curriculum maps, modules/courses (both PD and K-12 instructional), timelines, and other artifacts created from these activities (with the exception of PII and artifacts created by K-12 students, such as coursework) must be published on the district's or consortium lead's website until June 30, 2030 under a [Creative Commons License](#) in order to be made available to other NYS districts.
  - i. See [Appendix B](#) for Possible Artifacts to be Produced During Grant Period and [Appendix C](#) for Directions on Posting Materials to District or Lead Consortium Member Website.

### 3. Modified Implementation and Evidence-Based Evaluation (Phase 3):

These activities should be undertaken after an initial program or pilot has been implemented. Activities include, but are not limited to, the following:

- a. Implementation of program with intended audience, based on comprehensive strategic plan, following the timeline, based on modifications made after evidence-based evaluation.
- b. Collection of evidence, based on evaluation tools.
- c. Analysis of evidence with relevant stakeholder groups.
- d. Evaluation of program strengths and weaknesses, adjustments to be made, additional areas for development, and next steps, with the goal of increasing effectiveness, efficiency, scope, and scale.
- e. Revision of timeline and program plan based on analysis and evaluation, with the goal of increasing effectiveness, efficiency, scope, and scale.
- f. All documents, materials, agendas, tools, templates, plans, curriculum maps, modules/courses (both PD and K-12 instructional), timelines, and other artifacts created from these activities (with the exception of PII and artifacts created by K-12 students, such as coursework) must be published on the district's or consortium lead's website until June 30, 2030 under a [Creative Commons License](#) to be made available to other NYS districts.
  - i. See [Appendix B](#) for Possible Artifacts to be Produced During Grant Period and [Appendix C](#) for Directions on Posting Material to District or Lead Consortium Member Website.
  - ii. All grant recipients must produce a video of program activities for posting on the [LTG website](#) at the end of the 2.5 year cycle.

Districts/Consortia must also carry out the following throughout the grant period:

### 4. Professional Development (Ongoing)

Develop a plan and implement professional development to assist educators and administrators in utilization of educational technology to facilitate the delivery of quality instruction, increase equitable access to high-quality learning experiences, and promote culturally and linguistically responsive learning environments for all students.

- a. Professional development should be targeted, personalized, ongoing, and supported in multiple ways, such as through PLCs, online collaborative spaces (as allowed by district Acceptable Use Policy {AUP}), collaborative planning sessions, coaching/mentoring, etc.
- b. Professional development activities may not include large-group, "one-off," "sit-and-get" workshops or attendance at conferences.
- c. Professional development may not be limited to (but may include, if

necessary) “tools-based” workshops, but such workshops should be based on individual teacher or administrator needs.

- d. All professional development plans, documents, materials, agendas, tools, templates, modules/courses (both PD and K-12 instructional), timelines, and other artifacts created from these activities (with the exception of PII and artifacts created by K-12 students, such as coursework must be published on the district’s or consortium lead’s website until June 30, 2030 under a [Creative Commons License](#) to be made available to other NYS districts.
  - i. See [Appendix B](#) for Possible Artifacts to be Produced During Grant Period and [Appendix C](#) for Directions on Posting Material to District or Lead Consortium Member Website.

Learning Technology Grant Programs will follow a multi-step process, designed with consecutive steps. Some steps must be completed before the next one is begun. These consecutive steps are:

- Phase 1: Planning and Materials Creation (max time: 1 year)
- Phase 2: Initial Implementation and Evaluation (max time: 1 year)
- Phase 3: Modified Implementation and Evaluation (max time: 2.5 years)
- Ongoing: Professional Development for Teachers and Administrators (required: 2.5 years)

As the project period of the Learning Technology Grant program is the 2.5 year span from January 1, 2025– June 30, 2027, it is allowable and expected that most proposals will plan to complete Phase 1 in Year 1, Phase 2 in Year 2, and Phase 3 in Year 3.

However, if an individual District or Consortium has already started or completed some of Phase 1 or 2, it may be appropriate for the District or Consortia to use grant funds to begin at Phase 2 or 3. In these cases, the applicants will be asked to provide in their proposal narrative a detailed description of how the work was accomplished. For instance, if a District has already devoted substantial time and effort to plan a program, but has not yet implemented it, the District may explain the planning process in Proposal Narrative Section D.1 and would start its 2.5 Year Plan (Proposal Narrative Section D.2) with Phase 2.

It is possible that some of Phase 1 and/or 2 have been accomplished, but more work would lend to a more successful program implementation. In this case, a detailed description of what has occurred and what must still occur to complete Phase 1 and/or 2 should be included and aligned accordingly with the funding request.

Please note the maximum time a proposal may devote to each phase. The maximum amount of time a district/consortium can devote to Phase 1 is one year. The maximum amount of time that can be spent on Phase 2 is one year. Districts/Consortia may not propose a 2.5 year plan that only addresses Phase 1, Phase 2, or only Phases 1 and 2. If a District/Consortium can

prove through its proposal that the activities outlined in Phase 1 or Phases 1 and 2 have been completed, it is possible to request funds to carry out only Phase 2 (max 1 year) and Phase 3 (max 2 years), or only Phase 3 (2.5 years). Phase 3 is the only phase that can be completed on its own during the grant period.

Consortium applicants may find that member Districts/BOCES are at various stages in this three-phase process. In these cases, the requirements described in the previous paragraphs apply to the individual District/BOCES consortium members; however, unlike the individual applicants, consortia should not provide entirely separate responses in their proposal narratives to describe where each participating District/BOCES member is in the process. The lead applicant will instead provide a description of how the lead plans to approach each phase for any and all districts within their consortium that are at that particular phase. The lead consortium applicant will be responsible for ensuring that all consortium members adhere to the maximum time allowed for each phase.

Note: The Professional Development activities (Scope of Work #4) must be carried out by all grantees, every year, regardless of where they are in the process. These activities will be ongoing throughout the grant period, concurrent with other program activities.

### **Collaborative Activities**

NYSED encourages districts and consortia to collaborate within and among buildings and districts, as well as with external organizations, when planning and implementing Learning Technology Grant programs. Districts and consortia are encouraged to collaborate, as appropriate and allowable by the district(s)/BOCES, with school library media specialists, public libraries, institutes of higher education, cultural institutions, or other appropriate non-profit organizations. Districts or consortia may wish to collaborate with other community entities or businesses, as appropriate and allowable by the district(s)/BOCES. Applicants should describe in their Proposal Narrative the process of consultation and/or collaboration with the participating outside organizations, including roles and responsibilities of collaborators, if any. Please complete Attachment IV: Other Participating Partners, if applicable.

As required by section 550 of chapter 170 of the Laws of 1994 and implemented by [Commissioner's Regulations Section 144.8](#), applicants must provide Religious and Independent School(s) within their boundaries the opportunity to participate fully in the activities of this grant.

## Statewide Share-Out Meeting

As required by [Section 144.8](#), NYSED will sponsor one all-day meeting in Albany, NY, at which all grant recipients will be expected to share what they have learned and the programs they have developed during this grant period, with grant funds. The meeting will be held in Year 3. Districts or Consortia must include the travel costs for two individuals to attend this one-day meeting in the proposed year 3 budget. Travel costs must adhere to [Current FY Per Diem Rates for New York](#) for lodging & meals. Identification of representatives is not required at time of application.

## Mandatory Application Requirements

Per NYSCR §144.8, the following must be included for an application to be reviewed.

**Applications that do not include the mandatory attachments will be disqualified and removed from further consideration.**

- Section C.1: Program Goals and Objectives
- Section C.4: Communication and Collaboration Efforts
- Section D.2: Attachment VI: Program Activities Plan
- Section E.1: Professional Development Plan
- Section F.1: Expertise of Program Leads
- Section G.1 and Section G.2/Attachment VII: Budget and Budget Narrative
- Attachment II: Memorandum(s) of Understanding (MOU). An MOU between the lead applicant and each consortium member must be completed, signed, and submitted. Only consortium applicants must submit MOUs.
- Attachment III: The Religious and Independent School Communication Form. This form must be completed and submitted with all applications. Applicants must make a concerted effort to contact all Religious and Independent Schools within the district boundaries, or the boundaries of all districts participating in a Consortium.

## Funding and Awards

**\$3,285,000** is expected to be allocated annually, with a minimum award amount of request of \$25,000 per applicant. Awards will be determined as follows:

- \$800,000 will be allocated for annual awards to New York City Community School Districts. Individual Community School Districts may receive one (1) maximum annual award of \$100,000, and a Consortium of two (2) or more Community School Districts may receive one (1) maximum annual award of \$200,000.
  - The initial round of grant awards for New York City will be awarded based on a ranking of all New York City applications.

- A Community School District may receive one (1) award, either as an individual award or an award as part of a consortium, not both.
- If the entire \$800,000 is allocated, all remaining eligible New York City applications will be added to the statewide ranking and will be eligible for funding after the initial round of applications are awarded.
- If there are not enough eligible applications from New York City to allocate the entire \$800,000, any remaining funds will be transferred to the statewide pool for distribution to statewide applicants.
- \$400,000 will be allocated for annual awards for the Big Four public school districts. Individual Big 4 Districts may receive one annual grant of \$200,000.
  - The initial round of grant awards for the Big Four will be awarded based on a ranking of all Big Four applications.
  - A Big Four district may receive one (1) award.
  - If the entire \$400,000 is allocated, all remaining eligible Big Four applications will be added to the statewide ranking and will be eligible for funding after the initial round of applications are awarded.
  - If there are not enough eligible applications from the Big Four to allocate the entire \$400,000, any remaining funds will be transferred to the statewide pool for distribution to statewide applicants.
- Rest of State (ROS) initial awards described below. Individual District applicants may receive one (1) maximum annual award of \$100,000. Consortia may receive one (1) maximum annual award of \$200,000.
  - Districts may receive one (1) award, either as an individual award or an award as part of a consortium, not both.
  - The initial round of awards will be distributed on a regional basis. (See Table 1 below.) For the initial round of award determination, one award will be granted to the top scoring applicant in each of the regions in Table 1 below.
  - If no applications are received from a Region, funds will be transferred to the statewide pool for distribution to statewide applicants.
  - After the initial round of ROS regional awards are determined, all remaining eligible ROS applications will be combined with any remaining NYC and/or Big Four eligible applications. Applications will be ranked against scores of all other statewide applications. Starting with the highest-ranked application, awards will be granted until all remaining funds are exhausted.

Table 1: Regional Distribution for First Round of Learning Technology Grants

District/Geographic Regions	Counties
Capital District/North Country	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Lewis, Montgomery, Schenectady, Rensselaer, Saratoga, Schoharie, St. Lawrence, Washington, and Warren Counties
Long Island	Nassau and Suffolk Counties
Hudson Valley	Dutchess, Orange, Putnam, Rockland, Sullivan, Westchester, and Ulster Counties
Central	Herkimer, Jefferson, Madison, Oneida, and Otsego Counties
Mid-state	Cayuga, Cortland, Onondaga, Oswego, Tompkins, and Seneca Counties
Mid-south/Mid-west	Allegany, Broome, Chemung, Chenango, Delaware, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Tioga, Wayne, Wyoming, and Yates Counties
West	Cattaraugus, Chautauqua, Erie, Niagara, and Orleans Counties

For the initial round of award determination, one award will be granted to the top scoring applicant in each of the above regions.

**Preference**

- Preference, in the form of bonus points, shall be given to applicants whose proposals include participation of at least one **district** that qualifies as one or more of the following:

District qualification	Data Source	Bonus Points
One or more district(s) designated a Target District, or one or more schools identified as a Comprehensive Support and Improvement or Targeted Support and Improvement School.	Download Report Card Database: <a href="#">Accountability Designations For 2022-2023 School Year</a>	4



District qualification	Data Source	Bonus Points
5% or more of students classified as English Language Learners	<a href="#">2023-2024 Student Enrollment Data</a>	2
15% or more of students classified as students with disabilities	<a href="#">2023-2024 Student Enrollment Data</a>	2
50% or more of the students classified as economically disadvantaged	<a href="#">2023-2024 Student Enrollment Data</a>	2
Districts classified as rural	Based on New York State's Set Code 6. Please see <a href="#">Appendix D</a> for a list of qualifying rural districts.	2

A Consortium may only receive bonus points once for each category, even if more than one consortium district qualifies for a category. Bonus points are cumulative. An applicant may qualify for up to 12 bonus points.

### Allowable Expenditures

Refer to the Scope of Work and Application Guidance sections of this RFP for additional specific requirements and information about the allowable and non-allowable activities for this program.

Applicants must adhere to the following:

- No more than twenty percent (20%) of the funds may be used for purchase of Equipment and Supplies and Materials. Combined budget request of both categories must not exceed 20% of total requested award.
  - Only equipment items with a unit cost that equals or exceeds \$5,000 should be included under Equipment (Code 20). Equipment items under \$5,000 should be included under Supplies and Materials (Code 45).
- For purposes of this grant, subscriptions for digital content, software licenses, or the use of online courses will be considered Purchased Services (Code 40), not Supplies and Materials (Code 45).
- No more than ten (10%) percent of the funds may be used for program administration. Note: The person or persons assigned to oversee the program must be in an administrative position at the BOCES or District. Examples include Grant

Manager, Director of Technology, Assistant Superintendent or Principal. *Program administration is defined as work done by the individual district or consortium lead to administer the grant program. The following activities would be included under administration: arranging and hosting professional development, managing budgets/payments, communicating information to participants, managing project website, conducting participant surveys, and drafting and submitting reports. This list is not exhaustive nor inclusive of all possible administrative duties related to this grant.*

- No more than five (5%) percent of the funds may be used for evaluation.
- The lead applicant of a Consortium must play an active role in the program proposal and may not act solely as a flow-through for grant funds. NYSED has established a minimum level of direct service of 10% to be provided by the fiscal agent.
- Travel to attend conferences and conference registration fees are not an allowable expense.
- Out-of-state travel is not an allowable expense.

NYSED Program office staff will review budgets and eliminate any items that are deemed non-allowable or inappropriate. If any changes are made to a budget category form as a result of an expenditure being non-allowable or inappropriate, the program office staff person will communicate with the program contacts identified on the Application Cover Page and return a copy of the corrected budget form. Grantees will **not** be allowed to substitute new items for those that have been eliminated, and the grant award amount will be reduced accordingly.

## **Budget Guidance**

Applicants must submit an FS-10 budget with this application for the initial 6-month project period. The 6-month budget will be reviewed and scored.

The applicant must complete the FS-10 Budget Form. Budgeted costs must comply with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the [Grants Finance website](#). The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](#).

The budget should be reasonable and appropriate to cover program expenses and must follow the allowable expenditures guidance outlined above. For more information, visit the [Grants Finance website](#).

The totals for each budget category shown on the budget summary page should correspond to amounts shown on the FS-10 Budget Form, as well as the Budget Narrative Form (Attachment VI).

Applicant must outline all expenditures for the first year of the program period (1/1/25- 6/30/25) in the FS-10 Form. Applicant must also fully complete the Budget Narrative Form (Attachment VI) with expenditures for the entire program period (1/1/25– 6/30/27). All amounts must match when comparing the FS-10, Budget Summary, and Budget Narrative.

Carefully check that all calculations, descriptions, and amounts in the FS-10 form match the information in the Budget Summary and Budget Narrative. Inaccurate calculations and/or discrepancies may adversely affect the scoring of this section. Note: The FS-10 **must** bear the original signature of the Chief School/Administrative Officer.

## **Reporting and Monitoring**

Grantees must submit an annual performance report at the end of each grant period. **Reports for the prior project year are due by July 30.** The performance report should demonstrate that substantial progress has been made toward meeting the project goals and the program performance indicators. Additional information about the annual performance report will be made available to grantees by SED after grant awards are made. Grantees who do not demonstrate adequate performance may have their grant funding discontinued if a corrective action plan is not undertaken and/or corrective action plan goals are not achieved.

## **Corrective Action Plan**

The interim and annual Program Evaluation Reports will identify whether the grant recipient has met the goals that were outlined in the project proposal. NYSED Program Office staff will compare the data in the reports to the goals outlined in Section C of the proposal narrative and Attachment V, the Program Activities Plan.

Grant recipients that do not adequately achieve program goals will be required to undertake a formal Corrective Action Plan process (CAP). The program must submit and receive NYSED approval of a comprehensive CAP that identifies specific steps designed to maximize the achievement of goals going forward.

Programs may lose funding if the corrective action plan is not implemented and/or the agreed-upon corrective action plan goals are not achieved.

## **Approved Instructional Technology Plan**

All participating public-school districts must have an approved Instructional Technology Plan on file with NYSED to receive continued funding under this grant program.

## **NYSED Consortium Policy for State and Federal Discretionary Grant Programs**

Participants can form a consortium to apply for the grant. To do so, the consortium must meet the following requirements:

1. The consortium must designate one of the members to serve as the applicant and fiscal agent for the grant. The applicant agency must be an eligible grant recipient. All other consortium members must be eligible grant participants, as defined by the program statute or regulation.
2. In the event a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the applicant agency/fiscal agent, not the consortium, since the group is not a legal entity.
3. The applicant agency/fiscal agent must meet the following requirements:
  - A. Must be an eligible grant recipient as defined by statute.
  - B. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds.
  - C. Must require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
  - D. Must be an active member of the partnership/consortium.
  - E. Cannot act as a flow-through for grant funds to pass to other recipients. NYSED has established a minimum level of direct service of 10% to be provided by the fiscal agent.
  - F. Is PROHIBITED from sub-granting funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.
  - G. Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each plan to participate.

### **Requirements for Funding**

**Payee Information Form/NYSED Substitute W-9** – The [Payee Information Form](#) is a packet containing the Payee Information Form itself and an accompanying NYSED Substitute W-9. The NYSED Substitute W-9 may or may not be needed from your agency. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through NYSED.

## **Entities' Responsibility**

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

Supporting documentation for grants and grant contracts must be kept for at least six years after the last payment was made unless otherwise specified by program requirements. Additionally, audit or litigation will "freeze the clock" for records retention purposes until the issue is resolved. All records and documentation must be available for inspection by State Education Department officials or their representatives.

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

## **Accessibility of Web-Based Information and Applications**

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information, and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor, and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

## **Requirements of Education Law Section 2-d**

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The NYS Education Department (NYSED) is required to ensure that all contracts with a third-party contractor that receives PII include a Data Privacy and Security Plan, pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education. For every contract, the Contractor must complete the following or provide a plan that materially addresses its

requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state.

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, the NYS Education Department (“NYSED”) is required to post information to its website about its contracts with third-party contractors that will receive Student PII and/or Teacher and/or Principal APPR data (“APPR Data”), collectively referred to as PII.

The New York State Education Department’s Data Privacy Appendix (Attachment R) is annexed to this RFP, the terms of which are incorporated herein by reference, and shall also be part of the Contract.

### **Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law**

***The following M/WBE requirements apply when an applicant submits an application for grant funding that exceeds \$25,000 for the full grant period.***

***All forms referenced here can be found in the M/WBE Documents section at the end of this RFP.***

All applicants are required to comply with NYSED’s Minority and Women-Owned Business Enterprises (M/WBE) policy. Compliance can be achieved by one of the three methods described below. Full participation by meeting or exceeding the M/WBE participation goal for this grant is the preferred method.

M/WBE participation includes services, materials, or supplies purchased from minority- and women-owned firms certified with the NYS Division of Minority and Women Business Development. Not-for-profit agencies are not eligible for this certification. For additional information and a listing of currently certified M/WBEs, see the [NYS MWBE Directory](#).

The M/WBE participation goal for this grant is 30% of each applicant’s total discretionary non-personal service budget each year of the grant. Discretionary non-personal service budget is defined as total annual budget, excluding the sum of funds budgeted for:

1. direct personal services (i.e., professional and support staff salaries) and fringe benefits;  
and
2. rent, lease, utilities, and indirect costs, if these items are allowable expenditures.

The M/WBE Goal Calculation Worksheet is provided for use in calculating the dollar amount of the M/WBE goal for this grant application.

All requested information and documentation should be provided at the time of submission. If this cannot be done, the applicant will have to submit the necessary documents and respond satisfactorily to any follow-up questions from the Department. Failure to do so may result in loss of funding.

## METHODS TO COMPLY

An applicant can comply with NYSED's M/WBE policy by one of three methods:

**1. Full Participation** - This is the preferred method of compliance. Full participation is achieved when an applicant meets or exceeds the participation goals for this grant.

COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 100 Utilization Plan
- M/WBE 102 Notice of Intent to Participate
- EEO 100 Staffing Plan

**2. Partial Participation, Partial Request for Waiver** - This is acceptable only if good faith efforts to achieve full participation are made and documented, but full participation is not possible.

COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 100 Utilization Plan
- M/WBE 101 Request for Waiver
- M/WBE 102 Notice of Intent to Participate
- M/WBE 105 Contractor's Good Faith Efforts
- EEO 100 Staffing Plan

**3. No Participation, Request for Complete Waiver** - This is acceptable only if good faith efforts to achieve full or partial participation are made and documented, but do not result in any participation by M/WBE firm(s).

COMPLETE FORMS:

- M/WBE Goal Calculation Worksheet
- M/WBE Cover Letter
- M/WBE 101 Request for Waiver
- M/WBE 105 Contractor's Good Faith Efforts
- EEO 100 Staffing Plan

## GOOD FAITH EFFORTS

Applicants must make a good faith effort to solicit NYS certified M/WBE firms as subcontractors and/or suppliers to achieve the goals for this grant. Solicitations may include, but are not limited to: advertisements in minority and women-centered publications; solicitation of vendors found in the [NYS Directory of Certified Minority and](#)

[Women-Owned Business Enterprises](#); and the solicitation of minority and women-oriented trade and labor organizations.

Good faith efforts include actions such as setting up meetings or announcements to make M/WBEs aware of supplier and subcontracting opportunities, identifying logical areas of the grant project that could be subcontracted to M/WBE firms, and utilizing all current lists of M/WBEs who are available for and may be interested in subcontracting or supplying goods for the project.

Applicants should document their efforts to comply with the stated M/WBE goals and submit this with their applications as evidence. Examples of acceptable documentation can be found in form M/WBE 105, Contractor's Good Faith Efforts. NYSED reserves the right to reject any application for failure to document "good faith efforts."

## **REQUEST FOR WAIVER**

When full participation cannot be achieved, applicants must submit a Request for Waiver (M/WBE 101). Requests for Waivers must be accompanied by documentation explaining the good faith efforts made and reasons they were unsuccessful in obtaining M/WBE participation.

NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable applicants to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total budget.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) should be reported to the NYSED M/WBE Program Unit using the M/WBE 104G Quarterly M/WBE Compliance Report. This report should be submitted on a quarterly basis and can be requested at [MWBEGrants@nysed.gov](mailto:MWBEGrants@nysed.gov).

NYSED's M/WBE Coordinator is available to assist applicants in meeting the M/WBE goals. The Coordinator can be reached at [MWBEGrants@nysed.gov](mailto:MWBEGrants@nysed.gov).

## **Equal Employment Opportunity Reporting (EEO) Pursuant to Article 15-A of the New York State Executive Law**

Applicants must complete and submit form EEO 100: Staffing Plan.

## **NYSED's Reservation of Rights**

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's



qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation; (16) request best and final offers.

## **Workers' Compensation Coverage and Debarment**

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements that provide for the debarment of vendors that violate certain sections of WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

## **PROOF OF COVERAGE REQUIREMENTS**

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

***Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.***

### **Proof of Workers' Compensation Coverage**

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** – Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200** – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

### **Proof of Disability Benefits Coverage**

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** – Certificate of Disability Benefits Insurance; or
- **Form DB-155** – Certificate of Disability Benefits Self-Insurance; or
- **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the [New York State Workers' Compensation Board website](#). Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

## **Submission Instructions**

Please adhere to the following instructions.

### **Required Signature(s)**

The original signature of the Chief School Administrator/Officer must appear on the Application Cover Page.

Please note: NYSED will only communicate with the contacts provided in the Application Cover Page.

### **Application Checklist**

Please use the [application checklist](#) (contained in this RFP) to ensure your application is submitted in the correct order and is complete.

Applicants are responsible for making sure the application package is complete and in the correct order based on the included Application Checklist. All requirements, as detailed in the RFP, must be included, and the proposal must be postmarked by the due date listed on page 1. Applications not postmarked by this deadline will not be accepted for review.

- One (1) electronic copy of the completed application as an attachment in Microsoft Word to [RFPGC24-008@nysed.gov](mailto:RFPGC24-008@nysed.gov)
- One (1) original signed FS-10 (in the format described in RFP) labeled – RFP # GC24-008.

The mailing address for all the above documentation is:

NYS Education Department

Office of Educational Design & Technology

89 Washington Avenue, Room 860 EBA

Albany, NY 12234

Attention: John Brock, Learning Technology Grant Application

## Application Checklist

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

Required Documents	Checked-Applicant	Checked – SED
Application Cover Page with Original Signature of Chief Administrative Officer Attachment I: <ul style="list-style-type: none"> <li>• Attachment I-A for individual districts applications</li> <li>• Attachment I-B for consortium applications</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">Payee Information Form</a> (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Application Checklist	<input type="checkbox"/>	<input type="checkbox"/>
<b>Proposal Narrative</b> Section A: Overview	<input type="checkbox"/>	<input type="checkbox"/>
<b>Proposal Narrative</b> Section B: Identification of Need and Program Rationale	<input type="checkbox"/>	<input type="checkbox"/>
<b>Proposal Narrative</b> Section C: Program Design: Goals and objectives, Goal alignment, Collaboration Efforts, Additional Funding Resources	<input type="checkbox"/>	<input type="checkbox"/>
<b>Proposal Narrative</b> Section D: Program Activities: Rational for Starting Phase, 2.5 Year Plan, Attachment V Program Activities Plan	<input type="checkbox"/>	<input type="checkbox"/>
<b>Proposal Narrative</b> Section E: Professional Development: Professional Development Plan, Professional Development Decisions Rationale	<input type="checkbox"/>	<input type="checkbox"/>
<b>Proposal Narrative</b> Section F: Organizational Capacity: Expertise of Program Lead(s), Leadership Support, Provide Support to other districts, Sustainability.	<input type="checkbox"/>	<input type="checkbox"/>

<a href="#">FS-10 Budget</a> (Signature required)	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Budget Narrative</b> Attachment VI	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Memorandum of Understanding (MOU)</b> between the lead applicant and each consortium member must be completed. (Attachment II) Only consortium applicants must submit an MOU.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Documentation of Communication:</b> Attachment III: Documentation of Religious and independent School Communication Form (applicable to <b>all</b> applicants)	<input type="checkbox"/>	<input type="checkbox"/>	
Other Participating Partners: Attachment IV. If applicable (optional)	<input type="checkbox"/>	<input type="checkbox"/>	
Worker's Compensation Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>	
Disability Benefits Documentation (encouraged)	<input type="checkbox"/>	<input type="checkbox"/>	
<b>M/WBE Documents Package (original signatures required)</b>			
<input type="checkbox"/> Full Participation <input type="checkbox"/> Request Partial Waiver <input type="checkbox"/> Request Total Waiver			
	<b>Forms Required</b>		
Type of Form	Full Participation	Request Partial Waiver	Request Total Waiver
Calculation of M/WBE Goal Amount	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>M/WBE 100</b> Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>M/WBE 102</b> Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>M/WBE 105</b> Contractor's Good Faith Efforts	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<b>M/WBE 101</b> Request for Waiver Form and Instructions	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<b>EEO 100</b> Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SED Comments:</b>			
Has the applicant complied with the application instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SED Reviewer: _____ Date: _____			



**Attachment I-B: Application Cover Page for Consortia**

**For Competitive Grant Program – Learning Technology: Request for Proposals # GC24-008**

Please refer to the Application Instructions for detailed information about completing this page and the other required components. Please note: the applicant should include **two** program contacts for the grant.

**BEDS CODE**

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<b>Applicant Name:</b>			
<b>Address:</b>			
<b>City:</b>		<b>Zip Code:</b>	
<b>Main Program Contact:</b>		<b>Alternate Program Contact:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Organization:</b>		<b>Organization:</b>	
<b>Telephone:</b>		<b>Telephone:</b>	
<b>Fax:</b>		<b>Fax:</b>	
<b>Email:</b>		<b>Email:</b>	
<b>Total combined number of students from all consortium school districts:</b>		<b>Total Funding Amount Requested:</b>	
<b>County of Lead Applicant:</b>		<b>Region the Consortium Serves:</b>	
<p>I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, Appendix A-1G and that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p>			
<b>Authorized Signature</b>		<b>Title (Chief School/ Administrative Officer)</b>	
<b>Typed Name</b>		<b>Date</b>	
<b>Phone number:</b>		<b>Email address:</b>	

**Attachment II: Memorandum of Understanding (Consortium Applicants only)**

The lead applicant must complete an MOU that is signed by each consortium member.  
(DUPLICATE AS NECESSARY)

**(Insert Lead Applicant Name)** and **(Insert Consortium Member(s) Name)** District/BOCES

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of the **(Insert Lead Applicant Name)** and **(Insert Consortium Member Names)** District(s)/BOCES. The overarching purpose of this consortium is to develop, implement, and share innovative programs that utilize learning technologies to personalize learning and/or increase access to high-quality, rigorous learning experiences for **(Insert Names of All Districts in Consortium Application)**. Per the NYSED Consortium Policy for State and Federal Discretionary Grant Program (see Appendix F), **(Insert Lead Applicant Name)** will not act solely as a flow-through for grant funds to pass to other recipients and will be responsible for the performance of any services provided by the consortium members, any partners, consultants, or other organizations, and coordinate participation. This consortium will only benefit the **(Insert Lead Applicant Name)**'s and/or **(Insert All Consortium Member Names)**'s student populations. The **(Insert Lead Applicant Name)** agrees to facilitate communication with and between **(Insert All Consortium Member Names)** in order to ensure that all consortium members fully know all aspects/activities that will be conducted through this grant program.

**SPECIFIC ROLES AND RESPONSIBILITIES**

The partnership of the **(Insert Lead Applicant Name)** and the **(Insert Consortium Member Name)** District(s)/BOCES entails the following:

<p>The <i>(Insert Lead Applicant Name)</i> BOCES/District agrees to:</p>	<p>The <i>(Insert Consortium Member Name)</i> District(s)/BOCES agree(s) to:</p>
<p><i>List all activities/services/etc. that the Lead Applicant will provide to the partnership.</i></p>	<p><i>List all activities/services/etc. that the District(s)/BOCES will provide to the partnership.</i></p>

Name of Lead Applicant District/BOCES: \_\_\_\_\_

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

Name of Consortium Member District/ BOCES: \_\_\_\_\_

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

THE AGREEMENT FOR YOUR PROGRAM SHOULD REFLECT THE SPECIFICS OF YOUR PROGRAM AND YOUR CONSORTIUM MEMBERS. ALL ACTIVITIES/SERVICES, ETC. THAT ARE PERTINENT TO YOUR PROJECT SHOULD BE INCLUDED. PLEASE MODIFY AND ADD ADDITIONAL FIELDS FOR MULTIPLE CONSORTIUM MEMBERS, AS NEEDED.



### Attachment III: Documentation of Religious and Independent School Communication

(Duplicate as needed – One Form per Participating District)

Name of Public School District: \_\_\_\_\_

**Each public school district participating in the project must complete this form to demonstrate it has communicated with every Religious and Independent School located in the district.** Communication with Religious and Independent School representatives must address whether the school will participate; the level of participation; what services will be offered; how, where and when services will be provided; and how the services will be assessed. (Add rows to the chart as needed.)

Districts must make a Good Faith Effort to contact all Religious and Independent School within their boundaries. A Good Faith Effort, for the purposes of the LTG grant, is three attempts to contact. One of the attempts to contact must be a letter, either postmarked at least two weeks prior to the due date of this proposal or faxed at least one week prior to the deadline of this proposal. Other acceptable methods are e-mail, phone call, and personal visit.

Check one:

- No religious or independent schools are located within the area served by participating school district.
- Signatures from all Religious and Independent schools within the boundaries of participating school district(s) have been obtained
- Signatures from some Religious and Independent schools within the boundaries of participating school district(s) have been obtained. Documentation of the effort to obtain signatures from the balance of schools can be found in the second chart below\*.
- We were unable to obtain signatures from any of the Religious and Independent schools within the boundaries of participating school district(s). Documentation of the effort to obtain signatures from the schools can be found in the second chart below\*.

Name of Religious or Independent School	Contact Name	Contact Address and Phone Number	Yearly Amount Budgeted for School	School Will Participate Y/N	"X" for Good Faith Documentation	Signature of Religious or Independent School Official or Representative

\*Provide details of efforts to reach Religious and Independent Schools that did not result in a signature.

Name of Religious or Independent School	Attempt 1 Method, Date, and person who attempted outreach	Attempt 2 Method, Date, and person who attempted outreach	Attempt 3 Method, Date, and person who attempted outreach

**Attachment IV: Other Participating Partners**

**(Duplicate as needed)**

List all other agencies participating in the program. (Add rows as needed.)

<b>Name of Agency</b>	<b>Type of Agency (e.g., University, Not-for Profit Agency, Library, etc.)</b>	<b>Type of Services to be Provided</b>

**Attachment V: Program Activities Plan**

The following table should be completed for each of the 2.5 years of the program (January 1, 2025– June 30, 2025; July 1, 2025 – June 30, 2026; July 1, 2026 – June 30, 2027).

Goal <sup>2</sup>	Phase	Objectives <sup>3</sup>	Tasks <sup>4</sup>	Target Audience <sup>5</sup>	Resources Needed <sup>6</sup>	Responsible Parties	Timeline <sup>7</sup>	Evaluation Method	Materials / Artifacts <sup>8</sup>

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<sup>2</sup> From Section C.1.

<sup>3</sup> From Section C.1.

<sup>4</sup> Including description of tasks

<sup>5</sup> **Must include specific numbers of participants and/or individuals affected for each target audience, i.e., teachers, students, and/or administrators.**

<sup>6</sup> e.g., human, material, financial, intellectual

<sup>7</sup> including start date, end date, major milestone dates

<sup>8</sup> List all artifacts that will be generated each year of the grant. All documents, materials, agendas, tools, templates, plans, curriculum maps, modules/courses (both PD and K-12 instructional), timelines, and other artifacts created must be published on the district’s or consortium lead’s website (until three (3) years after the end of the grant period) in an editable format under Creative Commons License.

## **Attachment VI: Budget Narrative**

The budget narrative chart below should detail and justify the funding request under this RFP, including all proposed expenditures, and clearly indicate the basis of calculation for each cost during the program period.

Include a detailed description of any other funding streams/contributions related to the proposed review; however, do not include these corresponding costs in the Program Period Total column.

Please note while already existing roles/activities may be included in the description, funding from this grant cannot supplant or duplicate roles/activities already funded through other sources.

Additional sections/columns and/or separate charts may be added as needed to provide all necessary information. Please be sure to check that all amounts match the FS-10 and the budget summary. Please add/delete rows or columns as needed in order to clearly show expenditures for all 2.5 years of the grant program period. Examples of allowable travel expenses include travel to Albany in year 3; travel between schools when a program spans multiple locations; or travel to in-state field trip locations. Travel expenses for in-state or out-of-state conferences is not allowed.

EXPLANATION AND JUSTIFICATION OF PROPOSED EXPENDITURE AND CALCULATION OF COST	PROGRAM PERIOD YEAR 1 TOTAL	PROGRAM PERIOD 2.5 YEAR TOTAL
Professional Staff (Code 15)		
Support Staff (Code 16)		
Purchased Services (Code 40)		
Supplies & Materials (Code 45)		
Travel Expenses (Code 46)		
Employee Benefits (Code 80)		

BOCES Services (Code 49)		
Minor Remodeling (Code 30)		
Equipment (Code 20)		

## Elements of the Proposal

Applicants should include all requested information and applicable attachments for Sections A-G (see below for formatting guidelines) as detailed below. The proposal will be based on a total possible score of one hundred (100) points plus bonus points if applicable. (See Preference Section.) The Proposal Narrative comprises 80 points, plus bonus points if applicable, of the total score. The Budget comprises 20 points of the total score.

Applicants should include all requested information and applicable attachments for Proposal Narrative (Sections A-F) and Budget (Sections G) as detailed below.

Please be sure to review (and complete, as appropriate) the following attachments:

- [Attachment I-A](#): Application Cover Page for Individual Public School Districts
- [Attachment I-B](#): Application Cover Page for Consortia
- [Attachment II](#): Memorandum of Understanding (Consortium Applicants only)
- [Attachment III](#): Documentation of Religious and Independent School Communication
- [Attachment IV](#): Other Participating Partners
- [Attachment V](#): Program Activities Plan
- [Attachment VI](#): Budget Narrative Form

Please be sure to review (and complete, as appropriate) the following appendices:

- Appendix A: Standard Clauses for NYS Contracts
- [Appendix A-1-G](#): Agency-Specific Clauses
- [Appendix B](#): Possible Artifacts & Materials to be Produced During Grant
- [Appendix C](#): Directions on Posting Material to District or Lead Consortium Member Website
- [Appendix D](#): Rural Districts
- [Appendix E](#): M/WBE Documents



## **Page Limits and Formatting Specifications**

The Proposal Narrative is the applicant's opportunity to provide a comprehensive description of the proposed project. Be clear and precise.

- A page is 8.5" x 11" (on one side only) with one-inch (1") margins (top, bottom, and sides). Charts/tables are not required to adhere to this standard.
- Single space, at a minimum, all text in the proposal narrative; double space between titles, headings, footnotes, quotations, references, and captions, as well as all text in charts, figures, and graphs, unless not possible due to the formatting of the template.
- Use a Times Roman or Arial font in a 12-point size.
- Each section of the proposal narrative should be clearly titled.
- Footnotes may be used.
- A Works Cited page after Section F, before forms and Budget pages, is allowed.
- Include page numbers.
- Each page should include a header with the applicant's name.
- Applicants should limit Proposal Narratives to 25 pages (not including the Overview (Section A), any Works Cited pages, Budget Category and Narrative forms, the FS-10 budget, or any other forms.)

## **Proposal Narrative (80 points)**

Provide a comprehensive description of the proposed project. Be clear, precise and adhere to the following required format. The narrative will be reviewed in accordance with the following points and according to the Proposal Narrative Rubric.

### **Section A: Overview [0 Points]**

(1 page maximum)

The purpose of Section A is to clearly summarize the District or Consortium's proposed program. This overview should contain sufficient information for NYSED Program staff – as well as New York State educators, administrators, and educational leaders – to gain a high-level understanding of the proposed program's focus.

Please include:

- A program title.
- Target population(s) (students and/or educators).
- Description of the District or Consortium member districts/BOCES that includes demographic information, community type (e.g., urban, suburban, rural), and community information (e.g., strengths, challenges, supports, pressures).
- Description of program, highlighting the goals, major components, challenges that will be addressed, etc.

Should you be awarded a Learning Technology Grant, you must provide the URL to NYSED Program Office staff for the web page on which this Overview and all program materials will be posted. A deadline for providing the URL will be provided to grant awardees after award notices are sent.

For all awardees, this Overview, URL described above, and the District's or Consortium Lead's contact information will also be posted on the New York State Education Department's [Learning Technology Grant web page](#).

### **Section B: Identification of Need and Program Rationale [10 Points]**

#### **B.1. (5 Points): Need and Target Audience**

Identify specific need(s) or concern(s) to be addressed through the proposed grant program, as well as target population(s). Include both qualitative and quantifiable data, as well as information about your needs assessment. Provide details about how need(s) or concern(s) were identified and selected as the focus of this proposal.

## **B.2. (5 Points): Rationale and Research**

Describe the rationale for the proposed program. Include up-to-date and evidenced-based research and existing effective practices that will be built upon.

## **Section C: Program Design [25 Points]**

### **C.1. (5 Points): Goals and Objectives**

Provide the goals and objectives of the program in clearly specified and measurable terms. Describe how the goals and objectives:

- Address the need(s) or concern(s) identified in B.1. above, and
- Are appropriate for the target population(s), and the process by which appropriateness was determined.

### **C.2. (5 Points): Alignment to District, BOCES, and NYSED Goals and Plans**

Describe with specificity how the goals and objectives:

- Are aligned to District or Consortium member and participating Religious and Independent School(s) overall academic goals.
- Are aligned to District or Consortium member NYSED-approved Instructional Technology Plans, and
- Are aligned to the educational technology goals of the NYS Board of Regents, as articulated in the [USNY Statewide Learning Technology Plan](#).

### **C.3. (5 Points): Alignment to Learning Technology Grant Goals**

Describe with specificity how the program will:

- Provide technology-enhanced, culturally and linguistically responsive learning environments to support improved teaching and learning.
- Increase equitable access to high-quality digital resources and standards-based, technology-rich learning experiences; and
- Provide access to relevant and rigorous professional development to ensure educators and leaders are proficient in the integration of learning technologies.

### **C.4. (5 Points): Communication and Collaboration Efforts**

Describe communication and collaboration efforts in developing the proposal. Please include:

- A description of good faith efforts to include all Religious and Independent Schools within the district(s) boundaries.
- A description of the substantial and meaningful involvement of the

participating Religious and Independent Schools within the district(s) boundaries.

- A description of the contribution of internal and external groups, in addition to the participating Religious and Independent Schools, to the proposal.

### **C.5. (5 Points): Additional Funding Resources**

Describe additional funding resources in support of the proposed project activities.

## **Section D: Program Activities [20 Points]**

### **D.1. (5 Points): Rationale of Starting Phase**

**Single District or Consortium Applicants starting at Phase 1:** Justify the need for a period of time focused on strategic planning.

**Single District Applicants starting at Phase 2 or 3:** Describe efforts to date that justify beginning the proposed Learning Technology Grant Program at Phase 2 or Phase 3. If some of the criteria for Phase 1 and/or 2 have been accomplished, but more work would lead to a more successful program implementation, a detailed description of what has occurred and what must still occur to complete Phase 1 and/or 2 should be included and aligned accordingly with the 2.5 year Plan.

**Consortium Applicants starting at Phase 2 or 3:** Describe efforts to date that justify beginning the proposed Learning Technology Grant Program at Phase 2 or Phase 3. If some of the criteria for Phase 1 and/or 2 have been accomplished, but more work would lead to a more successful program implementation, a detailed description of what has occurred and what must still occur to complete Phase 1 and/or 2 should be included and aligned accordingly with the 2.5 Year Plan. Consortia should not provide entirely separate responses describing where each participating district member is in the process, but rather include information on how the Lead Consortium Member will ensure that Consortium members progress through Phases as outlined in this RFP.

### **D.2. (15 Points): 2.5 Year Plan**

Describe in detail the program activities. Applicants will complete plans for each of the 2.5 years of the program (January 1, 2025– June 30, 2025; July 1, 2025 – June 30, 2026; July 1, 2026 – June 30, 2027).

All applicants must complete Section D.2. in the form of a chart, **not** a narrative. Please see Attachment V: Program Activities Plan for formatting of Section D.2.

The required elements of Section D.2. are as follows:

- Goal
- Phase
- Objectives
- Tasks (including description of tasks)
- Target Audience (must include numbers of participants/individuals affected)
- Resources (e.g., human, material, financial, intellectual)
- Responsible Parties
- Timeline (Including start date, end date, major milestone dates)
- Evaluation Method
- Artifacts that will be Generated. Artifacts must include a video of program activities produced and posted at the end of year 3.

## **Section E: Professional Development [15 Points]**

In this section, applicants will describe a professional development plan for administrators, educational leaders, and/or teachers on utilization of educational technology to facilitate the delivery of quality instruction, increase equitable access to high-quality learning experiences, and promote culturally and linguistically responsive learning environments for all students.

### **E.1. (10 Points): Professional Development Plan**

Describe the professional development plan, including detailed descriptions of the elements below.

- Required resources
- How topic(s) have been/will be identified
- Target audience(s)
- Structure(s) / Delivery method(s)
- Provider(s)
- Expected outcome(s)
- Timeline(s)
- Evaluation measure(s)
- Alignment to appropriate learning standards and/or frameworks
- Additional supports
- Plan for recruitment and retention of program participants.
- Materials that will be created and made available on the awardee's website.

**Important Note:** It is expected that professional development be targeted, personalized, ongoing, and supported in multiple ways, such as through PLCs, online collaborative spaces (as allowed by district AUP), collaborative planning sessions, coaching/mentoring, etc. Professional development activities may not include large-group (50+), “one-off,” “sit-and-get” workshops, or attendance at conferences, as these have not been shown to be effective. Professional development may not be limited to (but may include, if necessary) “tools-based” workshops, but such workshops should be based on individual teacher or administrator needs.

### **E.2. (5 Points): Professional Development Decisions Rationale**

Explain in detail how the professional development will support efforts to achieve the Program Goals (Section C of Proposal Narrative), as well as the specific steps the District or Lead Consortium member will take to ensure that

professional development plans have been developed and will be implemented with teacher and administrator input. Clearly describe the input received that indicated sufficient interest in the plan to allow grant participants to successfully recruit and retain participants.

## **Section F: Organizational Capacity [10 Points]**

In this section, applicants will provide evidence of the organizational capacity to undertake the work to be funded through this grant, sustain the work beyond the scope of the grant, and provide support to other New York State districts wanting to undertake similar work.

### **F.1. (2.5 Points): Expertise of Program Lead(s)**

Provide the name(s), description(s) of qualifications, and relevant experience and expertise of person(s) responsible for

- Managing the Learning Technology Grant program
- Providing professional development
- Leading program activities

\*Please include all necessary contact information. **Note:** The person or persons assigned to oversee the program **must** be in an administrative position at the BOCES or District. Examples include Grant Manager, Director of Technology, Assistant Superintendent or Principal.

### **F.2. (2.5 Points): Leadership Support**

Describe the degree of administrative and leadership support for the proposed program. Provide specific examples of the ways in which district and/or BOCES leaders will provide support.

### **F.3. (2.5 Points): Provide Support to other Districts and Ensure Sustainability**

One of the goals of the Learning Technology Grant Program is to provide free access to all materials created through grant funds so that other New York State districts may replicate LTG programs. It is a requirement that materials be licensed under Creative Commons and posted to the District or Lead Consortium Member's website in an organized fashion, and in downloadable, modifiable format (i.e., not .pdf), on an annual basis (at minimum).

Describe:

- The expertise of program lead(s) to facilitate creation of quality materials, and the types of materials the program anticipates producing.
- The method by which the District or Lead Consortium Member will ensure that all posted materials follow legal requirements related to Creative Commons

- licensing and are completely free of personally identifiable information (PII).
- The degree of District or Lead Consortium Member's willingness (without charging a fee) to communicate, collaborate, and share resources with a New York State district who is interested in implementing a similar program.
  - How the program will be sustained beyond the scope of the grant period. Include information on future funding streams that will be leveraged to sustain this grant program.

#### **F.4. (2.5 Points): Prior performance/Performance ability**

If your organization has operated grant-funded technology-related programs in the past, please list the program(s), dates of operation, and details regarding the program(s) success in reaching the goals that were articulated in the grant proposal(s). Include data on the percentage of allocated funds that were expended over the course of the grant period.

If your organization has never operated a grant-funded technology-related program, include a discussion of the organization's success with grant-funded programs of any kind and how you met the program goals. Please include relevant evaluation data, evidence of successful outcomes, and how you will utilize that experience when implementing this program.

#### **Section G: Budget [20 points]**

Using the Form FS-10 Budget Form, provide an itemized budget and brief narrative of how the requested funds will be used for the **first year** of the project.

Budgeted items must be reasonable in cost and necessary for the project in order to receive the maximum points. SED staff will eliminate any unallowable or unreasonable items in the budget. Grantees will not be allowed to substitute new items for those that have been eliminated.

Budgeted costs must comply with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online on the [Grants Finance website](#). The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](#).



Please check for calculation accuracy in all budget forms. Inaccurate calculations and/or discrepancies between forms may adversely affect the scoring of this section.

Complete the FS-10 (Proposed Budget for a Federal or State Project) form, including the Budget Summary page, for the Program Period of January 1, 2025– June 30, 2025 (Year 1). The most current form is available online at the [Grants Finance website](#). Please be sure to check that all proposed expenditures are included and that the calculations, descriptions, and amounts match the budget summary and Budget Narrative.

Complete Attachment VI: Budget Narrative. The Narrative should detail and clearly justify the funding request under this RFP, including all proposed expenditures, and must indicate the basis of calculation for each cost during the entire 2.5 year program period of 1/1/2025-6/30/2027. The Narrative must illustrate how the proposed expenditures support the project activities and contribute to the achievement of program goals.

For each proposed expenditure, be sure to present all information in a manner that will allow reviewers to clearly understand the basis of calculation for each proposed expenditure. Applicant must ensure that:

- All proposed expenditures are clearly identified and described. (5 pts)
- Proposed expenses are appropriate, reasonable, and necessary for the project scope/goals, and are supplemental and do not supplant or duplicate services currently provided. (15 pts)

### **G.1. (5 Points): Description of Proposed Expenditures**

For each proposed expenditure, be sure to provide all information in a manner that will allow reviewers to clearly understand the basis of calculation for each proposed expenditure. Applicant must show that:

- All proposed expenditures are clearly identified and described.
- The FS-10 and budget summary page include all expenditures for year 1 (1/1/2025-06/30/2025).
- The Budget narrative includes expenditures for the full program period of 1/1/25 – 6/30/27.

### **G.2. (15 Points): Appropriate, Reasonable, Necessary, and Do Not Supplant**

For each proposed expenditure, be sure to provide all information in a manner that will allow reviewers to clearly understand the purpose and relevance of each expenditure. Applicant must show that:

- Proposed expenses are appropriate, reasonable, and necessary for the achievement of project scope and goals.
- Expenditures are supplemental and do not supplant or duplicate services

currently provided.

Note: Funding from this grant cannot supplant or duplicate positions/activities already funded through other sources.

**Please refer to Budget Guidance section for maximum allowable amounts in certain categories.**

**Consortium applicants, please note:** Consortia should provide all of the information requested above. The Lead Applicant will serve as the fiscal agent for the grant and, as such, the above must be completed only by the lead applicant in consultation with all consortium members. Budget items should include all project income and expenses for all consortium members, identifying individual members as appropriate. Consortium applications must demonstrate in the budget narrative that the lead applicant will not act solely as a flow-through for grant funds.

## Method of Award

### Application Review and Scoring

Upon receipt, an applicant's eligibility will be determined. Upon determination that an applicant is eligible, and that the [mandatory requirements](#) have been met, the application will be reviewed. **If a proposal does not meet the mandatory requirements, it will be rejected as non-responsive and will not be reviewed.**

Applicants will be scored on the basis of 100 possible points from reviewers, plus bonus points if applicable. No points for Section A, 10 points for Section B, 25 points for Section C, 20 points for Section D, 15 points for Section E, 10 points for Section F and 20 points for Section G can be granted.

Preference, in the form of bonus points, shall be given to applicants whose proposals include participation of at least one **district** that qualifies as one or more of the following: 4 points if one or more participating districts includes one or more schools identified as a Comprehensive Support and Improvement (CSI) or Targeted Support and Improvement (TSI) School; 2 points if 5% or more of students in one or more participating districts are classified as English Language Learners; 2 points if 15% or more of students in one or more participating districts are classified as students with disabilities; 2 points if 50% or more of the students in one or more participating districts are classified as economically disadvantaged; and 2 points if one or more participating districts are classified as rural.

District qualification	Data Source	Bonus Points
One or more districts designated a Target District, or one or more schools identified as a Comprehensive Support and Improvement or Targeted Support and Improvement School.	Download Report Card Database: <a href="#">Accountability Designations For 2022-2023 School Year</a>	4
5% or more of students classified as English Language Learners	<a href="#">2023-2024 Student Enrollment Data</a>	2
15% or more of students classified as students with disabilities	<a href="#">2023-2024 Student Enrollment Data</a>	2

50% or more of the students classified as economically disadvantaged	<a href="#">2023-2024 Student Enrollment Data</a>	2
Districts classified as rural	Based on New York State's Set Code 6. Please see <a href="#">Appendix D</a> for a list of qualifying rural districts.	2

A Consortium may only receive bonus points once for each category, even if more than one consortium district qualifies for a category. Bonus points are cumulative. An applicant may qualify for up to 12 bonus points. Please see page 16 for additional details.

Proposals must receive a minimum of a final average score of 60 points excluding bonus points to be eligible for an award.

All proposals will be reviewed by two reviewers and the scores will be averaged. If there is a score discrepancy greater than 15 points, the proposal will be read by a third reviewer. The two closest scores will be used and averaged unless the third reviewer score is equidistant from the others, in which case the third reviewer score will be solely used.

In the case of a tied score, the applicant with the higher average score in Section C of the evaluation rubric will be awarded the grant.

In the event that two applicants have the same overall score AND the same score in Section C, the applicant whose proposed Learning Technology Grant is expected to serve the greater number of students, based on student enrollment numbers (for all consortium members, if applicable) will be awarded the grant.

Only those proposals that receive a final score of 60 or higher on the application, excluding bonus points, will be eligible for funding.

- For the initial round of funding:
  - A maximum of eight (8) awards for NYC Community School Districts, based on the ranking of New York City CSD applications.
  - A maximum of two (2) awards for Big Four School Districts, based on the ranking of Big 4 School District applications.
  - ROS applications will be awarded on a regional basis with the top scoring eligible application in each region receiving the award. See [Table 1](#) in the Funding and Awards section for regional distribution.
- For the second round of funding:

- All remaining eligible applications, from NYC, Big 4, and ROS, will be ranked in one statewide ranking, and the remaining funds will be awarded, following the allocations outlined in Funding & Awards, based on this statewide ranking. If there are insufficient funds to fund the next ranked applicant in full, the next ranked applicant may be given the opportunity to operate a smaller program using the remaining funds.

NYSED anticipates that preliminary notifications of award will be made in fall 2024 to fundable applicants that meet the requirements set forth in this RFP.

### **Debriefing Procedures**

All unsuccessful applicants may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED. Bidders may request a debriefing letter on the selection process regarding this RFP by submitting a written request to the Fiscal Contact person at [RFPGC24-008@nysed.gov](mailto:RFPGC24-008@nysed.gov)

The Fiscal Contact person will arrange with program staff to provide a written summary of the proposal's strengths and weaknesses, as well as recommendations for improvement. Within ten (10) business days, the program staff will issue a written debriefing letter to the bidder.

### **Contract Award Protest Procedures**

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.

2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with [RFPGC24-008@nysed.gov](mailto:RFPGC24-008@nysed.gov)

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within ten (10) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

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

## Scoring Rubric

As stated in the Application Review and Scoring section, all proposals will be reviewed by two reviewers and the scores will be averaged. If there is a score discrepancy greater than 15 points, the proposal will be read by a third reviewer. The two closest scores will be used and averaged unless the third reviewer score is equidistant from the others in which case the third reviewer score will be solely used.

When final scores are compiled, any proposal that scores less than a final average of 60 points out of 100, excluding bonus points if applicable, will not be considered further.

Please be sure to carefully read the criteria/descriptors in the following scoring rubrics when writing the proposal.

Unless otherwise noted, the scoring criteria are used for both individual school district applications and consortium applications.

<b>Quality Indicator</b>	<b>Description</b>
<b>Very Good</b>	Comprehensive and thorough with exceptional detail. Submission is highly responsive and specific, and of outstanding quality.
<b>Good</b>	General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses.
<b>Fair</b>	Incomplete and non-specific. Criteria appear to be minimally met, but limited information is provided about approaches and strategies. Lacks focus and detail.
<b>Poor</b>	Does not meet the criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.
<b>NA</b>	No answer provided.

**Section A: Overview [No Points]**

**Section B: Identification of Need and Program Rationale [10 points]**

**B1. Need and Target Audience (5 points)**

N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
Points awarded based on the identification of specific need(s) or concern(s) to be addressed through the proposed grant program. Applicants must include:				
<ul style="list-style-type: none"><li>• Target population</li><li>• Qualitative and quantifiable data</li><li>• Information on how need(s) or concern(s) were identified and selected as proposal focus.</li></ul>				
Comments:				

**B2. Rationale and Research (5 points)**

N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
Points awarded based on a description of the rationale for the proposed program. Applicants must include:				
<ul style="list-style-type: none"><li>• Up-to-date and evidenced based research and effective practices that will be built on.</li></ul>				
Comments:				
<b>Total Score for Section B:</b>				<b>/10</b>



<b>Section C: Program Design [25 Points]</b>				
<b>C1. Goals and Objectives (5 points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<p>Applicants will provide the goals and objectives of the program in clearly specified and measurable terms. Applicants must describe how the goals and objectives:</p> <ul style="list-style-type: none"> <li>• Address the need(s) or concerns identified in B.1</li> <li>• Are appropriate for the target population(s)</li> <li>• Process by which the appropriateness of the goals was determined.</li> </ul>				
<p>Comments:</p>				

<b>C2. Alignment to District, BOCES, and NYSED Goals and Plans (5 points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<p>Applicant will describe how goals and objectives are:</p> <ul style="list-style-type: none"> <li>• Aligned to District or Consortium member and participating Religious and Independent School overall academic goals.</li> <li>• Aligned to District or Consortium member NYSED-approved Instructional Technology Plans.</li> <li>• Aligned to the educational technology goals of the NYS Board of Regents, as articulated in the USNY Statewide Learning Technology Plan.</li> </ul>				
<p>Comments:</p>				

<b>C3. Alignment to Learning Technology Grant Goals (5 Points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<p>Applicant will describe how the programs will:</p> <ul style="list-style-type: none"> <li>• Provide technology-enhanced, culturally and linguistically responsive learning environments to support improved teaching and learning.</li> <li>• Increase equitable access to high-quality digital resources and standards-based, technology-rich learning experiences.</li> <li>• Provide access to relevant and rigorous professional development to ensure educators and leaders are proficient in the integration of learning technologies.</li> </ul>				
<p>Comments:</p>				

<b>C4. Communication and Collaboration Efforts (5 points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<p>Applicant will describe the communication and collaboration efforts in developing the proposal. Applicants must include:</p> <ul style="list-style-type: none"> <li>• A description of good faith efforts to include all Religious and Independent Schools within the district(s) boundaries.</li> <li>• A description of the degree of involvement of the participating Religious and Independent Schools within the district(s) boundaries in development of the proposal.</li> <li>• A description of the involvement of internal and external groups, in addition to the participating Religious and Independent Schools, in the development of the proposal.</li> </ul>				
<p>Comments:</p>				

<b>C.5 Additional Funding Resources (5 Points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
Applicant will describe the additional funding resources in support of the proposed project.				
Comments:				
<b>Total Score for Section C:</b>				<b>/ 25</b>

Section D: Program Activities [20 points]				
D.1 Rationale of Starting Phase (5 points)				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<ul style="list-style-type: none"> <li>• Single District or Consortium Applicants Starting at Phase 1:               <ul style="list-style-type: none"> <li>○ Justify the need for period of time focused on strategic planning.</li> </ul> </li> <li>• Single District or Consortium starting at Phase 2 or 3:               <ul style="list-style-type: none"> <li>○ Describe efforts to date that justify starting LTG program at Phase 2 or 3.</li> <li>○ If Phase 1 or 2 has been partially accomplished, include which criteria have been satisfied and which remain to complete Phase 1 and/or 2.</li> </ul> </li> <li>• Consortium applicants should describe how the Consortium Lead will ensure that all Consortium members progress through all phases of the LTG program, not where each Consortium member is in the process.</li> </ul>				
Comments:				

D.2 2.5-Year Plan (15 Points)				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<ul style="list-style-type: none"> <li>• Applicant will describe in detail the program activities.</li> <li>• Applicant will complete plans for each of the 2.5 years of the program.               <ul style="list-style-type: none"> <li>○ January 1, 2025- June 30, 2025</li> <li>○ July 1, 2025- June 30, 2026</li> <li>○ July 1, 2026- June 30, 2027</li> </ul> </li> <li>• Applicant must complete Section D.2 in the form of a chart, not a narrative.</li> <li>• Applicant <b>must</b> include the following in Section D.2:               <ul style="list-style-type: none"> <li>○ Goal</li> <li>○ Phase</li> <li>○ Objectives</li> <li>○ Tasks (including description of tasks)</li> <li>○ Target Audience <b>must include</b> numbers of participants/individuals affected)</li> <li>○ Resources (e.g., human, material, financial, intellectual)</li> <li>○ Responsible Parties</li> <li>○ Timeline (Including start date, end date, major milestone dates)</li> <li>○ Evaluation Method</li> <li>○ Artifacts that will be Generated.</li> </ul> </li> </ul>				
Comments:				
<b>Total Score for Section D:</b>			<b>/ 20</b>	

<b>Section E: Professional Development [15 points]</b>				
<b>E.1 Professional Development Plan (10 points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<ul style="list-style-type: none"> <li>• Applicant will describe the professional development plan. The following must be included in the description:               <ul style="list-style-type: none"> <li>○ Required resources</li> <li>○ How topic(s) have been/will be identified</li> <li>○ Target audience(s)</li> <li>○ Structure(s) / Delivery method(s)</li> <li>○ Provider(s)</li> <li>○ Expected outcome(s)</li> <li>○ Timeline(s)</li> <li>○ Evaluation measure(s)</li> <li>○ Alignment to appropriate learning standards and/or frameworks</li> <li>○ Additional supports</li> <li>○ Plan for recruitment and retention of participants.</li> <li>○ Materials (artifacts) that will be created and made available on the awardee’s website.</li> </ul> </li> </ul>				
Comments:				

<b>E.2 Professional Development Decisions Rationale (5 Points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<ul style="list-style-type: none"> <li>• Applicant will describe how the professional development will support efforts to achieve the Program Goals (Section C of Proposal Narrative).</li> <li>• Applicant will describe how District or Consortium Lead will ensure that the professional development plans have been developed.</li> <li>• Applicant will describe how District or Consortium Lead will ensure that the professional development plans will be implemented with teacher and administrator input.</li> <li>• Applicant will clearly describe the input received that indicated sufficient interest in the plan to allow grant participants to successfully recruit and retain participants.</li> </ul>				
Comments:				
<b>Total Score for Section E:</b>			<b>/ 15</b>	

<b>F. Organizational Capacity (10 Points)</b>				
<b>F.1 Expertise of Program Lead(s) (2.5 Points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<ul style="list-style-type: none"> <li>• Applicant will provide the name(s), description(s) of qualifications, relevant experience, and expertise of person(s) responsible for:               <ul style="list-style-type: none"> <li>○ Managing the Learning Technology Grant program</li> <li>○ Providing professional development</li> <li>○ Leading program activities.</li> </ul> </li> </ul> <p>Note: The person or persons assigned to oversee the program must be in an administrative position at the BOCES or District. Examples include Grant Manager, Director of Technology, Assistant Superintendent or Principal. All contact information must be included.</p>				
Comments:				

<b>F.2 Leadership Support (2.5 Points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<ul style="list-style-type: none"> <li>• Applicant will describe the administrative and leadership support for the proposed project.</li> <li>• Applicant will provide specific examples of the way that District and/or BOCES leaders will provide support.</li> </ul>				
Comments:				

<b>F.3 Provide Support to Other Districts and Ensure Sustainability (2.5 Points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<p>Applicant must describe:</p> <ul style="list-style-type: none"> <li>• The expertise of the program lead(s) to facilitate creation of quality materials.</li> <li>• The types of materials the program anticipates producing.</li> <li>• The method by which the District or Consortium Lead will ensure that all posted follow legal requirements related to Creative Commons licensing and are completely free of personally identifiable information (PII).</li> <li>• The degree of the District or the Consortium Lead’s willingness (without a fee) to communicate, collaborate, and share resources with a New York State School district who is interested in implementing a similar program.</li> <li>• Explain how the program will be sustained beyond the scope of the grant period.</li> <li>• Include information on future funding streams that will be leveraged to sustain this grant program.</li> </ul>				
<p>Comments:</p>				

<b>F.4 Prior Performance/Performance Ability 2.5 Points)</b>				
N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
<p>Applicant will:</p> <p>Describe prior technology-related grant-funded programs that were operated. List the program(s), dates of operation, and details regarding the program(s) success in reaching the goals that were articulated in the grant proposal(s). Include data on the percentage of allocated funds that were expended over the course of the grant period.</p> <p>If applicant has not operated a grant-funded technology-related program, applicant must include a discussion of the organization’s success with grant-funded programs of any kind and how they met the program goals. Include relevant evaluation data, evidence of successful outcomes, and how that experience will be utilized when implementing this program.</p>				
<p>Comments:</p>				
<b>Total Score for Section F</b>				<b>/10</b>

**Section G: Budget Forms [20 points]**

Complete the FS-10 (Proposed Budget for a Federal or State Project) form, including the Budget Summary page, for the Program Period of January 1, 2025– June 30, 2025 (Year 1). Please be sure to check that all proposed expenditures are included and that the calculations, descriptions, and amounts match the budget summary and Budget Narrative.

Complete Attachment VI Budget Narrative. The Narrative should detail and clearly justify the funding request under this RFP, including all proposed expenditures, and must indicate the basis of calculation for each cost during the program period of 1/1/2025-6/30/2027. The Narrative must illustrate how the proposed expenditures support the project activities and contribute to the achievement of program goals.

For each proposed expenditure, be sure to present all information in a manner that will allow reviewers to clearly understand the basis of calculation for each proposed expenditure. Applicant must ensure that:

- All proposed expenditures are clearly identified and described. (5 pts)
- Proposed expenses are appropriate, reasonable, and necessary for the project scope/goals, and are supplemental and do not supplant or duplicate services currently provided. (15 pts)

**G.1. Description of Proposed Expenditures (5 points)**

N/A: 0 points	Poor: 1.25 points	Fair: 2.5 points	Good: 3.75 points	Very Good: 5 points
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For each proposed expenditure, be sure to provide all information in a manner that will allow reviewers to clearly understand the basis of calculation for each proposed expenditure. Applicant must show that:

- All proposed expenditures are clearly identified and described.
- The FS-10 and budget summary page include all expenditures for year 1.
- The Budget narrative includes expenditures for the full program period of 1/1/25 – 6/30/27.

Comments:

SCORE

/5



<b>G.2. Appropriate, Reasonable, Necessary, and Do Not Supplant (15 points)</b>				
NA: 0 points	Poor: 3.75 points	Fair: 7.5 points	Good: 11.25 points	Very Good: 15 points
<p>For each proposed expenditure, be sure to provide all information in a manner that will allow reviewers to clearly understand the purpose and relevance of each expenditure. Applicant must show that:</p> <ul style="list-style-type: none"> <li>Proposed expenses are appropriate, reasonable, and necessary for the achievement of project scope and goals.</li> <li>Expenditures are supplemental and do not supplant or duplicate services currently provided.</li> </ul> <p>Note: Funding from this grant cannot supplant or duplicate positions/activities already funded through other sources.</p>				
Comments:				
SCORE			/15	
<b>Total Score for Section G:</b>			<b>/20</b>	

Total Scores	
Section A	0
Section B	/10
Section C	/25
Section D	/20
Section E	/15
Section F	/10
Section G	/20
Bonus Points	
CSI or TSI School or Target District	
ELLs/MLL	
SWDs	
Econ Disadvantaged	
Rural District	
<b>TOTAL</b>	

## Appendix A

### **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and

effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract.

If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.**

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

to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

business days of such conviction, determination or disposition of appeal (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, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is

available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be

performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with

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

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

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

applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

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

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



the responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

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

NYS Department of Economic Development

Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email:  
<mailto:mwbusinessdev@esd.ny.gov>  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

efforts and to provide said documentation to the State upon request; and

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.**

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

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer

programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.**

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

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

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification

shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take

such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.**

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

June

2023

## APPENDIX A-1 G

### General

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.nysed.gov/cafe/>.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
- D. Any modification to this Agreement that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of this Agreement must be approved by the Commissioner of Education and the Office of the State Comptroller when:
  - a. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars;  
or
  - b. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.
- E. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

### Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due, and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

### Responsibility Provisions

- A. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her

designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility)

The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall

be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.

- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Rev. 5/12/14

## **Appendix B: Possible Artifacts & Materials to be Produced During Grant Period**

- Online instructional modules or courses for K-12 students.
  - Instructional plans, curriculum maps, or curriculum materials for K-12 students.
  - Professional development plan, template, or materials related to the development and implementation of professional learning communities.
  - Online professional development module or course(s).
  - Program Implementation plan, timeline with milestones, or template.
  - Plan, tools, rubric, or template for evidence-based program evaluation.
  - Agendas.
  - Sustainability plans.
  - Communications plans and materials (newsletters, web content, social media plans).
  - Policy documents.
- All grant recipients must produce a video for posting on the LTG website at the end of the 2.5 year cycle.

## **Appendix C: Posting Material to District or Lead Consortium Member Website**

All materials produced with funds from this grant must be posted on the District or Lead Consortium Member website to be available to other New York State school districts and BOCES. The material must:

- Be posted on the official public school district or BOCES website with a clearly labeled link that includes the words Learning Technology Grant on the homepage.
- Be copyrighted with a [Creative Commons](#) License.
- Be in a downloadable and modifiable form—no PDF file format.
- Not contain any PII (Personally Identifiable Information).
- Follow the [NYSED Accessibility Requirements for Websites](#).



## Appendix D: Rural Districts

ADDISON CSD  
AFTON CSD  
ALEXANDER CSD  
ALEXANDRIA CSD  
ALFRED-ALMOND CSD  
ALLEGANY-LIMESTONE CSD  
ANDES CSD  
ANDOVER CSD  
ARKPORT CSD  
ATTICA CSD  
AUSABLE VALLEY CSD  
AVOCA CSD  
BAINBRIDGE-GUILFORD CSD  
BATH CSD  
BEAVER RIVER CSD  
BEEKMANTOWN CSD  
BELFAST CSD  
BELLEVILLE-HENDERSON CSD  
BEMUS POINT CSD  
BERKSHIRE UFSD  
BOLIVAR-RICHBURG CSD  
BRADFORD CSD  
BRASHER FALLS CSD  
BROADALBIN-PERTH CSD  
BROCTON CSD  
BRUSHTON-MOIRA CSD  
BYRON-BERGEN CSD  
CAIRO-DURHAM CSD  
CAMPBELL-SAVONA CSD  
CANAJOHARIE CSD  
CANASERAGA CSD  
CANISTEO-GREENWOOD CSD  
CANTON CSD  
CARTHAGE CSD  
CASSADAGA VALLEY CSD  
CATO-MERIDIAN CSD  
CATSKILL CSD  
CATTARAUGUS-LITTLE VALLEY CSD  
CHARLOTTE VALLEY CSD  
CHATEAUGAY CSD  
CHATHAM CSD  
CHAUTAUQUA LAKE CSD  
CHAZY UFSD  
CHERRY VALLEY-SPRINGFIELD CSD  
CINCINNATUS CSD  
CLIFTON-FINE CSD  
CLYMER CSD  
COLTON-PIERREPONT CSD  
COOPERSTOWN CSD  
COPENHAGEN CSD  
COXSACKIE-ATHENS CSD  
CROWN POINT CSD  
CUBA-RUSHFORD CSD  
DELAWARE ACADEMY CSD AT DELHI  
DEPOSIT CSD  
DOWNSVILLE CSD  
DUNDEE CSD  
EDMESTON CSD  
EDWARDS-KNOX CSD  
ELBA CSD  
ELDRED CSD  
ELIZABETHTOWN-LEWIS CSD  
ELLICOTTVILLE CSD  
FALCONER CSD  
FALLSBURG CSD  
FILLMORE CSD  
FONDA-FULTONVILLE CSD  
FORESTVILLE CSD  
FORT PLAIN CSD  
FRANKLIN CSD  
FRANKLINVILLE CSD  
FREDONIA CSD  
FREWSBURG CSD  
FRIENDSHIP CSD  
GENERAL BROWN CSD  
GENESEE VALLEY CSD  
GEORGETOWN-SOUTH OTSELIC CSD  
GERMANTOWN CSD  
GILBERTSVILLE-MOUNT UPTON CSD  
GOUVERNEUR CSD  
GOWANDA CSD  
GREENE CSD  
GREENVILLE CSD  
HAMMOND CSD  
HAMMONDSPORT CSD  
HANCOCK CSD  
HARRISVILLE CSD  
HERMON-DEKALB CSD  
HEUVELTON CSD  
HINSDALE CSD

HOMER CSD  
 HUNTER-TANNERSVILLE CSD  
 INDIAN LAKE CSD  
 INDIAN RIVER CSD  
 INLET COMN SD  
 JASPER-TROUPSBURG CSD  
 KEENE CSD  
 KINDERHOOK CSD  
 LA FARGEVILLE CSD  
 LAKE PLACID CSD  
 LAKE PLEASANT CSD  
 LAURENS CSD  
 LE ROY CSD  
 LETCHWORTH CSD  
 LIBERTY CSD  
 LISBON CSD  
 LIVINGSTON MANOR CSD  
 LONG LAKE CSD  
 LOWVILLE ACADEMY & CSD  
 LYME CSD  
 MADRID-WADDINGTON CSD  
 MALONE CSD  
 MARATHON CSD  
 MARGARETVILLE CSD  
 MASSENA CSD  
 MAYFIELD CSD  
 MCGRAW CSD  
 MILFORD CSD  
 MINERVA CSD  
 MONTICELLO CSD  
 MORAVIA CSD  
 MORIAH CSD  
 MORRIS CSD  
 MORRISTOWN CSD  
 NEW LEBANON CSD  
 NEWCOMB CSD  
 NORTHEASTERN CLINTON CSD  
 NORTHERN ADIRONDACK CSD  
 NORTHVILLE CSD  
 NORWOOD-NORFOLK CSD  
 OAKFIELD-ALABAMA CSD  
 ODESSA-MONTOUR CSD  
 OPPENHEIM-EPHRATAH-ST.  
 JOHNSVILLE CS  
 OTEGO-UNADILLA CSD  
 OXFORD ACADEMY & CSD  
 PANAMA CSD  
 PARISHVILLE-HOPKINTON CSD  
 PAVILION CSD  
 PEMBROKE CSD  
 PENN YAN CSD  
 PERRY CSD  
 PERU CSD  
 PINE VALLEY CSD (SOUTH DAYTON)  
 PORT BYRON CSD  
 PORTVILLE CSD  
 POTSDAM CSD  
 PRATTSBURGH CSD  
 RANDOLPH ACAD UFSD  
 RANDOLPH CSD  
 RICHFIELD SPRINGS CSD  
 RIPLEY CSD  
 ROMULUS CSD  
 ROSCOE CSD  
 ROXBURY CSD  
 SACKETS HARBOR CSD  
 SALMON RIVER CSD  
 SARANAC CSD  
 SARANAC LAKE CSD  
 SCHENEVUS CSD  
 SCHROON LAKE CSD  
 SCIO CSD  
 SENECA FALLS CSD  
 SHERBURNE-EARLVILLE CSD  
 SHERMAN CSD  
 SIDNEY CSD  
 SILVER CREEK CSD  
 SOUTH JEFFERSON CSD  
 SOUTH KORTRIGHT CSD  
 SOUTH LEWIS CSD  
 SOUTH SENECA CSD  
 SOUTHERN CAYUGA CSD  
 SOUTHWESTERN CSD AT JAMESTOWN  
 ST REGIS FALLS CSD  
 STAMFORD CSD  
 SULLIVAN WEST CSD  
 TACONIC HILLS CSD  
 THOUSAND ISLANDS CSD  
 TICONDEROGA CSD  
 TRI-VALLEY CSD  
 TUPPER LAKE CSD  
 UNADILLA VALLEY CSD  
 UNION SPRINGS CSD  
 WALTON CSD  
 WARSAW CSD  
 WATERLOO CSD  
 WATKINS GLEN CSD  
 WAYLAND-COHOCTON CSD  
 WEEDSPORT CSD  
 WELLS CSD

WELLSVILLE CSD  
WEST VALLEY CSD  
WESTFIELD CSD  
WESTPORT CSD  
WHEELERVILLE UFSD  
WHITESVILLE CSD  
WILLSBORO CSD

WINDHAM-ASHLAND-JEWETT CSD  
WORCESTER CSD  
WYOMING CSD  
YORKSHIRE-PIONEER CSD

## Appendix E: M/WBE Documents

### M/WBE Goal Calculation Worksheet (This form should reflect Year 1 budget totals)

RFP # and Title: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

The M/WBE participation for this grant is 30% of each applicant's total discretionary non-personal service budget for each year of the grant. Discretionary non-personal service budget is defined as the total annual budget, excluding the sum of funds budgeted for direct personal services (i.e., professional and support staff salaries) and fringe benefits, as well as rent, lease, utilities, and indirect costs, if these are allowable expenditures. Please complete the following table to determine the dollar amount of the M/WBE goal for this grant application.

	Budget Category	Amount budgeted for items excluded from M/WBE calculation	Totals
1.	Total Budget		
2.	Professional Salaries		
3.	Support Staff Salaries		
4.	Fringe Benefits		
5.	Indirect Costs		
6.	Rent/Lease/Utilities*		
7.	Sum of lines 2, 3 ,4 ,5, and 6		
8.	Line 1 minus Line 7		
9.	M/WBE Goal percentage (30%)		0.30
10.	Line 8 multiplied by Line 9 = MWBE goal amount		

\*If not included in #5

**M/WBE COVER LETTER Minority & Women-Owned Business Enterprise Requirements**

**NAME OF GRANT PROGRAM** \_\_\_\_\_

**NAME OF APPLICANT** \_\_\_\_\_

In accordance with the provisions of Article 15-A of the NYS Executive Law, 5 NYCRR Parts 140-145, Section 163 (6) of the NYS Finance Law and Executive Order #8 and in fulfillment of the New York State Education Department (NYSED) policies governing Equal Employment Opportunity and Minority and Women-Owned Business Enterprise (M/WBE) participation, it is the intention of the New York State Education Department to provide real and substantial opportunities for certified Minority and Women-Owned Business Enterprises on all State contracts. It is with this intention that NYSED has assigned M/WBE participation goals to this contract.

In an effort to promote and assist in the participation of certified M/WBEs as subcontractors and suppliers on this project for the provision of services and materials, the bidder is required to comply with NYSED's participation goals through one of the three methods below. Please indicate which one of the following is included with the M/WBE Documents Submission:

- Full Participation – No Request for Waiver (PREFERRED)
- Partial Participation – Partial Request for Waiver
- No Participation – Request for Complete Waiver

By my signature on this Cover Letter, I certify that I am authorized to bind the Bidder's firm contractually.
Signature/Date
Typed or Printed Name of Authorized Representative of the Firm
Typed or Printed Title/Position of Authorized Representative of the Firm

## M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** All bidders/applicants submitting responses to this procurement/project must complete this M/WBE Utilization Plan unless requesting a total waiver and submit it as part of their proposal/application. The plan must contain detailed description of the services to be provided by each Minority and/or Women-Owned Business Enterprise (M/WBE) identified by the bidder/applicant.

Bidder/Applicant's Name \_\_\_\_\_

Telephone/Email: \_\_\_\_\_/\_\_\_\_\_

Address \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

RFP No.: \_\_\_\_\_

Certified M/WBE	Classification (Check all applicable)	Description of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
NAME  ADDRESS  CITY, ST, ZIP  PHONE/E-MAIL  FEDERAL ID No.	NYS ESD Certified  MBE _____  WBE _____		\$ _____
NAME  ADDRESS  CITY, ST, ZIP  PHONE/E-MAIL  FEDERAL ID No.	NYS ESD Certified  MBE _____  WBE _____		\$ _____

PREPARED BY (Signature) \_\_\_\_\_

DATE \_\_\_\_\_

**SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER/APPLICANT'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-1, 5 NYCRR PART 143 AND THE ABOVE REFERENCE SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL/APPLICATION DISQUALIFICATION.**

NAME AND TITLE OF PREPARER: \_\_\_\_\_  
(print or type)

TELEPHONE/E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

REVIEWED BY _____	DATE _____
UTILIZATION PLAN APPROVED YES/NO	DATE _____
NOTICE OF DEFICIENCY ISSUED YES/NO	DATE _____
NOTICE OF ACCEPTANCE ISSUED YES/NO	DATE _____

**M/WBE SUBCONTRACTORS AND SUPPLIERS  
NOTICE OF INTENT TO PARTICIPATE**

INSTRUCTIONS: Part A of this form must be completed and signed by the Bidder/Applicant unless requesting a total waiver. Parts B & C of this form must be completed by MBE and/or WBE subcontractors/suppliers. The Bidder/Applicant must submit a separate M/WBE Notice of Intent to Participate form for each MBE or WBE as part of the proposal/application.

Bidder/Applicant Name: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ E-mail: \_\_\_\_\_

Signature of Authorized Representative of Bidder/Applicant's Firm \_\_\_\_\_  
Print or Type Name and Title of Authorized Representative of Bidder/Applicant's Firm \_\_\_\_\_

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

**PART B - THE UNDERSIGNED INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE PROCUREMENT/APPLICATION:**

Name of M/WBE: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_ E-mail: \_\_\_\_\_

**BRIEF DESCRIPTION OF SERVICES OR SUPPLIES TO BE PERFORMED BY MBE OR WBE:**

**DESIGNATION:** \_\_\_ MBE Subcontractor \_\_\_ WBE Subcontractor \_\_\_ MBE Supplier \_\_\_ WBE Supplier

**PART C - CERTIFICATION STATUS (CHECK ONE):**

\_\_\_\_\_ The undersigned is a certified M/WBE by the New York State Division of Minority and Women-Owned Business Development (MWBD).

**THE UNDERSIGNED IS PREPARED TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER/APPLICANT CONDITIONED UPON THE BIDDER/APPLICANT'S EXECUTION OF A CONTRACT WITH THE NYS EDUCATION DEPARTMENT.**

The estimated dollar amount of the agreement \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of M/WBE Firm

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

**M/WBE 102**



**M/WBE CONTRACTOR GOOD FAITH EFFORTS CERTIFICATION (FORM 105)**

PROJECT/CONTRACT # \_\_\_\_\_

I, \_\_\_\_\_  
(Bidder/Applicant)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
(Address) (Telephone Number)

do hereby submit the following as *evidence* of our good faith efforts to retain certified minority- and women-owned business enterprises:

(1) Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;

(2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;

(3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;

(4) Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the directory of certified businesses;

(5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;

(6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises.

(7) Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women-owned business enterprises for this procurement

Submit additional pages as needed.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

## M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION

**RFP#/PROJECT NAME** \_\_\_\_\_

I, \_\_\_\_\_ (Authorized Representative) \_\_\_\_\_ (Title) \_\_\_\_\_ (Bidder/Applicant's Company)

\_\_\_\_\_ (Address) \_\_\_\_\_ (Phone)

certify that the following New York State Certified Minority/Women Business Enterprises were contacted to obtain a quote for work to be performed on the abovementioned project/contract.

List of date, name of M/WBE firm, telephone/e-mail address of M/WBEs contacted, type of work requested, estimated budgeted amount for each quote requested.

<u>DATE</u>	<u>M/WBE NAME</u>	<u>PHONE/EMAIL</u>	<u>TYPE OF WORK</u>	<u>ESTIMATED BUDGET</u>	<u>REASON</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

To the best of my knowledge and belief, said New York State Certified Minority/Women Business Enterprise contractor(s) was/were not selected, unavailable for work on this project, or unable to provide a quote for the following reasons: Please check appropriate reasons given by each MBE/WBE firm contacted above.

- \_\_\_\_\_ **A.** Did not have the capability to perform the work
- \_\_\_\_\_ **B.** Contract too small
- \_\_\_\_\_ **C.** Remote location
- \_\_\_\_\_ **D.** Received solicitation notices too late
- \_\_\_\_\_ **E.** Did not want to work with this contractor
- \_\_\_\_\_ **F.** Other (give reason) \_\_\_\_\_

\_\_\_\_\_ **Authorized Representative Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Print Name**

## REQUEST FOR WAIVER FORM

**BIDDER/APPLICANT NAME:**

**TELEPHONE:**

**ADDRESS:**

**EMAIL:**

**FEDERAL ID NO.:**

**CITY, STATE, ZIP CODE:**

**RFP#/PROJECT NO.:**

**INSTRUCTIONS:** By submitting this form and the required information, the bidder/applicant certifies that Good Faith Efforts have been taken to promote M/WBE participation pursuant to the M/WBE goals set forth under this RFP/Contract. Please see Page 2 for additional requirements and document submission instructions.

BIDDER/APPLICANT IS REQUESTING (check all that apply):			
<input type="checkbox"/> <b>MBE Waiver</b> - A waiver of the MBE goal for this procurement is requested.  <input type="checkbox"/> Total <input type="checkbox"/> Partial _____%	<input type="checkbox"/> <b>WBE Waiver</b> - A waiver of the WBE goal for this procurement is requested.  <input type="checkbox"/> Total <input type="checkbox"/> Partial _____%		

PREPARED BY (*Signature*): \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER/APPLICANT'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.**

NAME OF PREPARER:	FOR AUTHORIZED USE ONLY
TITLE OF PREPARER:  TELEPHONE:  EMAIL:	REVIEWED BY: _____  DATE: _____  <b>WAIVER GRANTED</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> TOTAL WAIVER <input type="checkbox"/> PARTIAL WAIVER <input type="checkbox"/> NOTICE OF DEFICIENCY <input type="checkbox"/> CONDITIONAL WAIVER COMMENTS:

**M/WBE 101**

## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

**When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-10, as listed below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.**

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made, to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Bidder/Applicant and the M/WBEs undertaken for purposes of complying with the certified M/WBE participations goals.
9. Provide any other information you deem relevant that may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number and email address of the Bidder/Applicant's representative authorized to discuss and negotiate this waiver request.

**NOTE: Unless a Total Waiver has been granted, Bidder/Applicant will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by NYSED, to determine M/WBE compliance.**



## STAFFING PLAN INSTRUCTIONS

General Instructions: All Bidders/Applicants in the proposal/application must complete an EEO Staffing Plan (EEO 100) and submit it as part of the package. Where the work force to be utilized in the performance of the State contract/project can be separated out, the Bidder/Applicant shall complete this form only for the anticipated work force to be utilized on the State contract/project. Where the work force to be utilized in the performance of the State contract/project cannot be separated out, the Bidder/Applicant shall complete this form for Bidder/Applicant's total work force.

### Instructions for Completing:

1. Enter the Project number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check the appropriate box to indicate if the work force being reported is just for the contract/project or the Bidder/Applicant's total work force.
3. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or subcontractor.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the M/WBE Coordinator, [mwbegrants@nysed.gov](mailto:mwbegrants@nysed.gov), if you have any questions.
6. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in designated areas.

### RACE/ETHNIC IDENTIFICATION

For purposes of this form NYSED will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the Black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.
- **Disabled** - Any person who has a physical or mental impairment that substantially limits one or more major life activity; has a record of such an impairment; or is regarded as having such an impairment

- **Vietnam Era Veteran** - a veteran who served at any time between and including January 1, 1963, and May 7, 1975.

**EEO 100**

**Appendix R**  
**NEW YORK STATE EDUCATION DEPARTMENT'S**  
**DATA PRIVACY APPENDIX FOR GRANT CONTRACTS**

ARTICLE I: DEFINITIONS

As used in this Data Privacy Appendix (“DPA”), the following terms shall have the following meanings:

1. **Access:** The ability to view or otherwise obtain, but not copy or save, data arising from the on-site use of an information system or from a personal meeting.
2. **Breach:** The unauthorized Access, acquisition, use, or Disclosure of Personal Information that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor’s or Subcontractor’s security that leads to the accidental or unlawful destruction, loss, alteration, Access to or Disclosure of, Personal Information.
3. **Disclose or Disclosure:** The intentional or unintentional release, transfer, or communication of Personal Information by any means, including oral, written, or electronic.
4. **Personal Information:** Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person.
5. **Services:** Services provided by Contractor pursuant to this Contract with the New York State Education Department (“NYSED”) to which this DPA is attached and incorporated.
6. **Subcontractor:** Contractor’s non-employee agents, consultants, volunteers, including student interns, who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

1. **Compliance with Law.**  
When providing Services pursuant to this Contract, Contractor may receive and/or have Access to Personal Information regulated by one or more New York and/or federal laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act at 12 U.S.C. § 1232g (34 CFR Part 99);



Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York General Business Law at article 39-F; and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. Contractor agrees to maintain the confidentiality and security of Personal Information in accordance with applicable New York, federal and local laws, rules and regulations.

## **2. Data Privacy and Security.**

- (a) Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Personal Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Personal Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Personal Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.
- (b) Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Personal Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules and regulations.
- (c) Upon NYSED's request, Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

## **3. Contractor's Employees and Subcontractors.**

- (a) Access to or Disclosure of Personal Information shall only be provided to Contractor's employees and Subcontractors who need to know the Personal Information to provide the Services and such Access and/or Disclosure of Personal Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.

- (b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Personal Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Personal Information; and (iii) as applicable, retrieve all Personal Information received or stored by such Subcontractor and/or ensure that such Personal Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Personal Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 5 of this DPA.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors who have a need to know the Personal Information, Contractor must not provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Personal Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this Contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.
- (f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Personal Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor

no later than two (2) days before any Personal Information is Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access to or Disclose the Personal Information.

- (g) Contactor shall ensure that all its employees and Subcontractors who will receive Personal Information will be trained on the federal and state laws governing confidentiality of such data prior to receipt.

#### **4. Data Return and Destruction of Data.**

- (a) Contractor is prohibited from retaining Disclosed Personal Information or continuing to Access Personal Information, including any copy, summary or extract of Personal Information, on any storage medium (including, without limitation, hard copies, and storage in secure data centers and/or cloud-based facilities) beyond the term of the this Contract unless such retention is expressly authorized by the this Contract, necessary for purpose of facilitating the transfer of Personal Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer Personal Information to NYSED in a format agreed to by the Parties.
- (b) When the purpose that necessitated Contractor's Access to and/or Disclosure of Personal Information has been completed or Contractor's authority to have Access to Personal Information and/or retain Disclosed Personal Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Personal Information are revoked, and (2) all Personal Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor and/or its Subcontractors, including all Personal Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Hard copy media must be shredded or destroyed such that Personal Information cannot be read, or otherwise reconstructed, and electronic media must be securely cleared, purged, or

destroyed such that the Personal Information cannot be retrieved, read, or reconstructed. When Personal Information is held in paper form, destruction of such Personal Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

- (c) Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of (1) revocation of Access to Personal Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Personal Information held by the Contractor or Subcontractors, at the address for notifications set forth in this Contract.
- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will prohibit its Subcontractors from the same.

**5. Breach.**

- (a) Contractor shall promptly notify NYSED of any Breach of Personal Information, regardless of whether the Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provide to the office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234 and must include a description of the Breach that identifies the date of the incident, the date of discovery, the types of Personal Information affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact.
- (b) Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its Subcontractors will be

the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

- (c) Contractor shall promptly notify the affected individuals of any Breach, regardless of whether Contractor or a Subcontractor suffered the Breach. Such notice shall be made using one of the methods prescribed by § 899-aa (5) of the New York General Business Law. If Contractor requires information from NYSED to perform such notifications, Contractor shall reimburse NYSED for the cost of assembling and providing such information to Contractor.

**6. Termination.**

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this Contract to which this DPA is attached and shall continue for as long as Contractor or its Subcontractors retain Access to Personal Information.