

**REQUEST FOR PROPOSAL (RFP)
#19-018
NEW YORK STATE EDUCATION DEPARTMENT**

Title: Evaluation of Categorical Bilingual Education Programs

The New York State Education Department (NYSED or “the Department”) Office of Bilingual Education and World Languages (OBEWL or “the Office”) is seeking proposals to design, develop, and conduct evaluations of all Categorical Bilingual Education Programs funded by New York State and managed by the Office. The selected vendor will design and develop protocols to assess implementation and effectiveness of all programs. Due to the variety of goals and objectives of each program to be evaluated, in addition to protocols that can be used for all programs (demographic data, evaluation elements that are common to all programs, etc.), each program is likely to also require evaluation components that are specific to that program’s evaluation (See Attachment C).

Preference will be given through the evaluation of the proposals to those bidders with experience in designing and conducting statewide program evaluations and overseeing evaluation projects in Local Educational Agencies (LEAs).

Bidders are required to comply with NYSED’s Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this RFP through one of three methods. Compliance methods are discussed in detail in the Minority/Women-Owned Business Enterprise (M/WBE) Participation Goals section of the RFP.

NYSED will award one contract pursuant to this RFP for a term of four and one half years. The contract resulting from this RFP will be for a term anticipated to begin January 1, 2020 and to end on June 30, 2024.

Service Area: Statewide

Subcontracting will be limited to thirty (30) percent of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

Components contained in RFP Proposal #19-018 are as follows:

1. Description of Services to Be Performed
2. Submission
3. Evaluation Criteria and Method of Award
4. Assurances
5. Submission Documents (separate document)

Questions regarding this request must be submitted by Email to EvaluationRFP@nysed.gov no later than the close of business September 10, 2019. Questions regarding this request should be identified as Program, Fiscal, or M/WBE. A Questions and Answers Summary will be posted to the [NYSED competitive procurement website](#) no later than September 20, 2019. The following are the designated contacts for this procurement:

Program Matters

Laura Arpey
EvaluationRFP@nysed.gov

Fiscal Matters

Jessica Hartjen
EvaluationRFP@nysed.gov

M/WBE Matters

Joan Ramsey
MWBE@nysed.gov

The following documents must be submitted in separately sealed envelopes, as detailed in the Submission section of this RFP, and be received at NYSED no later than **October 8, 2019 by 3:00 PM:**

1. Submission Documents labeled **Submission Documents – RFP #19-018 Do Not Open**
2. Technical Proposal labeled **Technical Proposal – RFP #19-018 Do Not Open**
3. Cost Proposal labeled **Cost Proposal – RFP #19-018 Do Not Open**
4. M/WBE Documents labeled **M/WBE Documents – RFP #19-018 Do Not Open**
5. CD-ROM or USB containing the technical, cost, submission and M/WBE proposals submitted, using Microsoft Office. Place in a separate envelope labeled **CD/USB – RFP #19-018 Do Not Open.**

The mailing address for all the above documentation is:

NYS Education Department
Bureau of Fiscal Management
Attn: Jessica Hartjen, RFP#19-018
Contract Administration Unit, Room 501W EB
89 Washington Avenue
Albany, NY 12234

(Facsimile copies of the proposals are NOT acceptable.)

1. Description of Services to be Performed

Work Statement and Specifications

This section of the bid package details the services and products to be acquired. Please note that the contract process also includes general New York State administrative terms and conditions, as well as terms and conditions required by New York State law. These terms and conditions address issues related to both the submission of bids and any subsequent contract; they are included separately in this bid package for your information. Please review all terms and conditions.

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

For purposes of this procurement, NYS Education Department hereby establishes an overall goal of 30% of the total contract amount for M/WBE participation; 17% for Minority-Owned Business Enterprises (“MBE”) participation and 13% for Women-Owned Business Enterprises (“WBE”) participation, based on the current availability of qualified MBEs and WBEs. All bidders must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. Minority and Women-Owned Business Enterprise (M/WBE) participation includes any and all services, materials, or supplies purchased from New York State-certified minority- and women-owned firms. Utilization of certified Minority- and Women-Owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED’s Minority and Women-Owned Business Enterprise goals as described below.

ACHIEVE FULL COMPLIANCE WITH PARTICIPATION GOALS (PREFERRED)

Bidders should submit subcontracting/supplier forms that meet or exceed NYSED’s participation goals for this procurement. All subcontracting/supplier forms must be submitted with the bid proposal. In addition, bidders must complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate, and EEO 100: Staffing Plan. Instructions and copies of these forms are located in the Submission Documents. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#).

The contact person on M/WBE matters is available throughout the application and procurement process to assist bidders in meeting the M/WBE goals. NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers, in order to comply with the M/WBE goals, provided that such addition or deletion does not affect the technical proposal and/or increase the total cost of the bid proposal.

DOCUMENTATION OF GOOD FAITH EFFORTS

Bidders must undertake a good faith effort to solicit NYS-Certified M/WBE firms as subcontractors and/or suppliers in fulfillment of this procurement. Means of solicitation may include, but are not limited to: advertisements in minority-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. Bidders will be required to certify and attest to their good faith efforts by completing NYSED’s Certification of Good Faith Efforts (Form M/WBE 105). See the M/WBE Submission Documents for detailed examples of and forms required to document good faith efforts.

NYSED reserves the right to reject any bid for failure to document “good faith efforts” to comply with the stated M/WBE goals.

IN THE EVENT THAT BIDDERS CANNOT COMPLY WITH NYSED-DESIGNATED PARTICIPATION GOALS, SAID BIDDERS MUST DOCUMENT THEIR “GOOD FAITH EFFORTS” TO COMPLY AND SUBMIT ONE OF THE FOLLOWING REQUESTS:

REQUEST A PARTIAL WAIVER OF PARTICIPATION GOALS

In order to request a partial waiver of the participation goals for this procurement, Bidders must provide documentation of their good faith efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. The subcontracting forms must include the participation percentage(s) for which they seek approval. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a partial waiver (Form M/WBE 101) and document their Good Faith Efforts (Form M/WBE 105) at the same time as the bid is submitted. Bidders must also complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

REQUEST A COMPLETE WAIVER OF PARTICIPATION GOALS

In order to request a complete waiver of the participation goals for this procurement, Bidders must provide documentation of their Good Faith Efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a complete waiver on Form M/WBE 101 and document their Good Faith Efforts (Form M/WBE 105) at the same time as they submit their bid. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

All payments to Minority- and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit, using M/WBE 103 Quarterly M/WBE Compliance Report. This report must be submitted on a quarterly basis and can be found at NYSED’s [M/WBE Forms and Compliance Forms webpage](#).

Service-Disabled Veteran-Owned Business (SDVOB) Participation Goals Pursuant to Article 17-B of New York State Executive Law

Article 17-B of New York State Executive Law was enacted to ensure that certified SDVOBs are provided opportunities for meaningful participation in the performance of State contracts. To this end, NYSED strongly encourages bidders to make maximum possible use of SDVOBs as subcontractors and/or suppliers under this contract, consistent with the requirements of State Finance Law and State procurement guidelines, as well as NYSED policies and procedures. Bidders should consider fulfilling the requirements of this contract through the participation of SDVOBs at a rate of 6%. For additional information about this program, including a list of SDVOBs, please visit the [Office of General Services, Division of Service-Disabled Veterans’ Business Development website](#).

Background

At the height of the Civil Rights movement, 1968, the federal government recognized the importance of addressing the academic needs of a growing number of non-English speakers in the nation’s schools who, due to cultural and linguistic differences, were being “effectively excluded from meaningful participation” in the nation’s educational system.

As a result, the US Congress sought to address this situation by enacting Title VII of the US Elementary and Secondary Education Act (ESEA), also known as the Bilingual Education Act. Subsequent rulings, such as Lau v. Nichols (1974) and the NYC ASPIRA Consent Decree (1974) further confirmed the need

to address this matter decisively, and in 1969 NYSED established the Office of Bilingual Education.

In a position paper published in August of 1972, the New York State Board of Regents highlighted this situation, as pertains to school districts across the State and pointed to the increasing numbers of non-English speaking students, their concentration throughout different regions of the State, the significant variety of linguistic backgrounds involved and the lack of adequate personnel (in districts and schools) who share the students' linguistic and cultural background.

Among the conclusions reached was the need to reallocate funds for programs for English Language Learners/Multilingual Learners (ELLs/MLLs) in a number of areas and the use of State and federal funds for the delivery of bilingual and English as a New Language (ENL) services to the growing number of the diverse ELL/MLL population.

The law now states that funds appropriated herein shall be available for bilingual education grants to school districts, boards of cooperative educational services, colleges and universities, and an entity, chosen through a competitive procurement process, to assist schools and districts to conduct self-assessments to identify areas that need to be strengthened and to ensure compliance with the various federal, state and local laws that govern English language learning education.

Note: Depending on the availability of new State funds and initiatives based on the Regents Reform Agenda or the office of OBEWL, the number of programs funded in any given year may change.

Project Goals:

- 1) Evaluate identified categorically-funded bilingual education programs (current programs) to ensure that each meets the requirements and quality of the programs outlined in their approved contracts or grants;
- 2) assess the impact of these programs in terms of their expected outcomes in meeting the needs of ELLs/MLLs in New York State;
- 3) use information as a basis for renewal of existing programs or the creation of new ones based on the availability of funds; and
- 4) report progress and make suggestions/recommendations to improve the quality of these programs.

Summary Description of Identified Current Funded Programs:

1. Clinically-Rich Intensive Teacher Institute for Bilingual and English as a New Language (ENL) Programs (CR-ITI)

The Clinically-Rich Intensive Teacher Institutes for Bilingual and ENL Programs are designed to increase the pool of certified bilingual and ENL teachers in New York State by helping currently certified teachers meet the course requirements for certification in approved institutions of higher education (IHEs). In 2018-19 OBEWL sponsored 23 CR-ITIs, designed for teachers certified in a content area to meet the course requirements for a Bilingual Extension or English to Speakers of Other Languages (ESOL) certification, for teachers certified in ESOL to meet the course requirements for an additional content area certification, or for teachers with a BE extension or ESOL certification to meet the course requirements for an additional certification in School Leadership. Each CR-ITI is designed to serve 20 participants per year.

2. Regional Bilingual Education Resource Networks (RBERNs)

The Regional Bilingual Education Resource Networks provide technical assistance to schools and districts, especially those where ELLs/MLLs fail to meet State/Federal standards/requirements, to build and/or strengthen their capacity to serve ELLs/MLLs through CR Part 154 and Every Student Succeeds Act (ESSA) Title III programs. Currently there are eight (8) RBERNs across the State which includes

one State-wide Language RBERN. Each RBERN is staffed by a director and between 3-15 resource specialists.

3. Puerto Rican/Hispanic Youth Leadership Institute (PR/HYLI)

The Puerto Rican/Hispanic Youth Leadership Institute is designed to develop leadership, public speaking skills, and an understanding of the NYS legislative process yearly for 200 Hispanic high school juniors and seniors studying NYS Law and Government. Prior to attending a three-day institute, students receive training on the legislative process and then they select legislative bills to research and debate. At the Institute, students meet with legislators and debate actual legislative bills in a mock Assembly session. The PR/HYLI Institute runs once a year for three days in Albany.

4. Bridges to Academic Success (Bridges):

Bridges to Academic Success is a program that provides educational services to newcomer ELLs/MLLs who enter the US with limited academic skills, including low levels of literacy in their home languages.

An overview of program description, deliverables/activities and evaluation components extracted from each of the four funded programs listed above can be found in **Attachments A, B, and C**.

Evaluation Components

This RFP addresses categorically-funded bilingual education programs' evaluation components: the design and implementation of bilingual education programs in New York State; the effectiveness and impact of these programs on student performance; and the evaluation of the quality of the program services in New York State.

The selected vendor will design and develop protocols to assess implementation and effectiveness of all programs. Because of the variety of goals and objectives of the programs to be evaluated, in addition to protocols that can be used for all programs (demographic data, evaluation elements that are common to all programs, etc.), each program is likely to also require evaluation components that are specific to that program's evaluation (See Attachments A, B, and C).

The design and implementation of each categorically-funded bilingual education program using some common measures is necessary to ensure that all ELLs/MLLs are provided with the required services to enable them to attain the New York State Next Generation Learning Standards in English Language Arts and Mathematics. NYSED is interested in learning about the breadth and depth of service delivery and customer satisfaction regarding these services. The successful vendor will develop and implement sets of evaluation protocols (some to be used for all programs and some that are particular to the program being evaluated) that may be distributed to all programs to collect district/school, instructional program, support services, and student data. The implementation evaluation should use both qualitative and quantitative methodologies and be able to analyze data collected.

Due to the sensitive nature and confidentiality of individual student data, student personal information, e.g. name, student identification and social security will be omitted from the impact evaluation section of the report.

Deliverables

The vendor will annually perform the following deliverables:

- Conduct an in-depth analysis of current categorically-funded bilingual education programs and review each work plan for each program (see **Attachments A, B, and C** for each program description, deliverables and evaluation components for details).
- Plan/design/develop protocols for the evaluation of the identified programs, including development of data collection instruments for each program. These protocols will require approval by OBEWL before they are used. The selected vendor is expected to design protocols to assess implementation and effectiveness of the identified programs in addition to some focused protocols based on individual programs. This work needs to be completed within four months from contract approval.
- Identify and develop a program evaluation/measurement instrument, consistent with the evaluation plan that can be used to determine the quality of the identified categorically-funded bilingual education program providers' services. The program evaluation instrument will also serve as a model that can be used to determine best practices from the program providers.
- Survey/interview sample populations, including service providers and participants for data collection purposes.
- Conduct ongoing communications through emails, phone calls, and video conferences to understand each funded program as well as to establish relationship with each program director.
- Create a secured and password protected website to house data for all programs to be collected and develop a computerized system to analyze quantitative/qualitative data.
- Develop and submit a sample work plan for year one with specific methodologies, including sampling strategies used to collect and analyze data, specific tasks, and timelines.
- Submit a yearly work plan for the remaining years and update the plan as needed. This work plan will be due 30 days prior to the beginning of each contract year.
- Submit a semi-annual progress report that will provide an overview of the implementation/impact of these programs. The reports will be due January 31 and July 31 of each contract year.
- Submit an annual Impact and Effectiveness Evaluation and report that includes all data collected as well as recommended evaluation models for future years. This report will be due 60 days after the end of each contract year.
- Meet with the Associate Commissioner of OBEWL twice a year to review the status of the program evaluation. The vendor will be expected to provide oral presentations of the major evaluation findings to NYSED. The vendor will be expected to share their thoughts in consultation with NYSED about ways of improving categorically-funded bilingual education program efforts in New York State, based upon their findings to date. One of the meetings will be held in Brooklyn and one will be held in Albany. Each meeting will be one half (½) day in duration.
- Meet with all program directors on an ongoing basis, i.e., by phone calls, emails, and/or video conferences.
- In years three and five of the contract, conduct a comprehensive in-depth analysis to determine the degree to which recommended improvements have been implemented to impact ELL

student performance and improve services delivery. This analysis must include input from recipients of categorically-funded bilingual education programs services, or program providers.

- Describe how it intends to provide for NYSED's continued access to or total secure transfer of the data that is collected through this project following the project end date

Impact and Effectiveness Evaluation and Report

An annual Impact and Effectiveness Evaluation and Report of the identified programs will be submitted to NYSED 60 days after the end of each contract year. The evaluation will include an analysis of the co-varying factors that potentially could influence the program's effectiveness, including the degree and quality of program implementation. The impact evaluation should determine, to the extent possible, what effects categorically-funded bilingual education programs have had on students. The vendor must propose an impact evaluation design that will permit reasonable inferences about the effectiveness of categorically-funded bilingual education programs. The evaluation design should meet the highest levels of scientific rigor, while taking into account practical/logistical considerations. The assessment tools used in the evaluation must demonstrate that they are valid and reliable. Multiple methodologies for designing the study and collecting the data should be a goal of the evaluation. The vendor is expected to address the following elements in the design: 1) sampling procedures; 2) the criteria for measuring each of the major program activities; and 3) data analyses, including a description of the process for editing, entering, and verifying all data; as well as a description of the procedures for linking program implementation with program outcomes.

The first annual report should summarize implementation and impact findings during the first contract year. Beginning in year two, annual reports should summarize implementation and impact findings for each subsequent contract year, integrating cumulative data from prior year data collection activities. Where appropriate, the report should integrate findings from analysis that investigate the linkage between categorically-funded bilingual education programs implementation and student impact. The final annual report will be due thirty (30) days after the end of the final contract year and should summarize major findings and offer specific recommendations for improving the categorically-funded bilingual education programs.

Staffing

The vendor must maintain continuity of staff throughout the course of the contract. All changes in staff will be subject to NYSED approval. The replacement staff with comparable or superior skills will be provided at the same rate.

The vendor will provide a detailed staffing plan. Resumes for all key staff should be included. Staffing plan should also describe how staff will interact with one another, subcontractors, NYSED staff, program directors, schools, and other contractors working with NYSED. This includes how the program manager will work with NYSED staff to fulfill the responsibilities identified in this RFP.

Strong preference will be given to a staffing plan that includes an English language development specialist with:

- a Master's degree or higher in, ESOL/TESOL or Bilingual Education,
- knowledge and/or experience with cultural responsive-sustaining education,
- familiarity with NYS learning standards, and
- experience with Elementary, Middle and High School students, particularly with ELLs/MLLs

The vendor must ensure that the work of the contract has the necessary priority within the organization to be completed with the highest quality and on time.

Confidentiality

All materials, including but not limited to all collected data and required reports, must be kept strictly confidential and secure, and may not be disseminated in any manner or discussed with anyone other than persons authorized by NYSED.

Requirements of Education Law § 2-d

The contractor agrees to comply with FERPA and New York State Education Law § 2-d. The New York State Data Security and Privacy Plan (Appendix R), the Parents Bill of Rights (Appendix S) and the Attachment to the Parents' Bill of Rights for Contracts Involving Certain Personally Identifiable Information (Appendix S-1) are included in [4. Assurances](#) of this RFP, the terms of which are incorporated herein by reference, and which shall also be part of the Contract.

Bidders should complete items #3 and #6 of Appendix S-1 and return it with their technical proposal for NYSED review.

Payments and Reporting

Quarterly payments will be made to the vendor once NYS Standard Vouchers and all required reports are reviewed and approved by NYSED. All services will be reimbursed on a payment for service delivered basis.

The bidder will be required to submit semi-annual progress reports and an annual Impact and Effectiveness Evaluation and Report. The semi-annual progress reports will be due to NYSED by January 31 and July 31 of each contract year. The Impact and Effectiveness Evaluation and Report will be due sixty (60) days after the end of each contract year. The final annual evaluation and report will be due thirty (30) days after the end of the final contract year and should summarize major findings and offer specific recommendations for improving the categorically-funded bilingual education programs. Failure to submit all required reports and perform all required deliverables may result in the suspension of future payments.

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 NYSED 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 employees or by the 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.

Subcontracting Limit

Subcontracting will be limited to 30% of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor in cases in which:

1. the subcontractor is known at the time of the contract award,
2. the subcontractor is not an entity that is exempt from reporting by OSC, and,
3. the subcontract will equal or exceed \$100,000 over the life of the contract.

For additional information about Vendor Responsibility, see the **Vendor Responsibility** section contained in **3. Evaluation Criteria and Method of Award** of this RFP.

If the vendor proposes to change subcontractors during the contract period, NYSED must be notified prior to the change. NYSED reserves the right to reject any replacement subcontractors proposed by the vendor and reserves the right to approve all changes in subcontractors. The Subcontracting Form located in the Submission Documents must be updated annually and submitted to NYSED. Using this form, the vendor must also report to NYSED, on an annual basis, actual expenditures incurred for all subcontractors and indicate which subcontracting costs are associated with M/WBE.

Contract Period

NYSED will award one (1) contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin January 1, 2020 and to end June 30, 2024.

Electronic Processing of Payments

In accordance with a directive dated January 22, 2010 by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments. Additional information and authorization forms are available at the [Office of the New York State Comptroller](#).

M/WBE AND EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS CONTRACTOR REQUIREMENT AND OBLIGATION UNDER NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS)

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation by Minority Group Members and Women With Respect To State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.

The New York State Education Department (“NYSED”) has enacted its policies Equal Opportunity, Non-Discrimination and Affirmative Action and on Minority and Women-Owned Business Enterprise Procurements, consistent with the requirements as set forth under the provisions of Article 15-A (the “Article”) incorporated by reference, requiring Contracting Agencies to implement procedures to ensure that the “Contractor” (as defined under Article 15-A, §310.3 shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract, complies with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, in addition to providing Opportunities for Minority and Women-Owned Business Enterprises on all covered state contracts.

In keeping with the intent of the Law, it is the expectation of the Commissioner and the responsibility of all contractors participating in and/or selected for procurement opportunities with NYSED, to fulfill their obligations to comply with the requirements of the Article and its implementing regulations.

In accordance with these requirements, the contractor hereby agrees to make every good faith effort to promote and assist the participation of certified Minority and Women-Owned Business Enterprises (“M/WBE”) as subcontractors and suppliers on this project for the provision of services and materials in an amount at least equal to the M/WBE goal (Included in the procurement document) as a percentage of the total dollar value of this project. In addition, the contractor shall ensure the following:

1. All state contracts and all documents soliciting bids or proposals for state contracts contain or make reference to the following provisions:

a. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

For purposes of the Article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rate of pay or other forms of compensation.

b. 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, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and that such union or representative will affirmatively cooperate in the implementation of the contractor’s obligation herein.

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, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status.

2. The contractor will include the provisions of subdivision one of this section in every subcontract as defined under §310.14, except as provided under §312.6 of the Article, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the State contract.

3. Contractors or subcontractors shall comply with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section.

4. Contractors and subcontractors shall undertake programs of affirmative action and equal employment opportunity as required by this section¹. In accordance with the provision of the Article, the bidder will submit, with their proposal, Staffing Plan (EEO 100).

5. Certified businesses (as defined under Article 15-A, §310.1 means a business verified as a minority or women-owned business enterprise pursuant to §314 of the Article) shall be given the opportunity for

¹ Notice – Contractors are provided with notice herein, NYSED may require a contractor to submit proof of an equal opportunity program after the proposal opening and prior to the award of any contract. In accordance with regulations set forth under Article 15-A §312.5, contractors and/or subcontractors will be required to submit compliance reports relating to the contractor’s and/or subcontractor’s program in effect as of the date the contract is executed.

meaningful participation in the performance of this contract, to actively and affirmatively promote and assist their participation in the performance of this contract, so as to facilitate the award of a fair share of this contract to such businesses².

6. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the [Empire State Development \(“ESD”\) directory of certified businesses](#). The contractor must document its good faith efforts as set forth in 5 NYCRR 142.8. This document, Contractors Good Faith Efforts, can be found in the M/WBE Submission Documents.

7. Contractor shall agree, as a condition of entering into said contract, to be bound by the provisions of Article 15-A, §316.

8. Contractor shall include the provisions set forth in paragraphs (6) and (7) above, in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with this contract.

9. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs which effectuates the purpose of this section.

10. Contractor shall submit all necessary M/WBE documents and/or forms as described above as part of their proposal in response to NYSED procurement.

11. The percentage goals established for this RFP are based on the overall availability of M/WBEs certified in the particular areas of expertise identified under this RFP. These goals should not be construed as rigid and inflexible quotas which must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.

12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the plan, as to what measures and procedures contractor intends to take to comply with the provisions of the Article.

13. Contractor shall upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor, within the period of time specified, will submit compliance reports documenting remedial actions taken and other information relating to the operation and implementation of the Utilization Plan.

14. Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with NYSED M/WBE Program Unit requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such contractor’s inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

For purposes of determining a contractor’s good faith efforts to comply with the requirements of this section or be entitled to a waiver, NYSED shall consider at the least the following:

I. Whether the contractor has advertised in general circulation media, trade association publications and minority-focused and women-focused media and, in such event;

² Should the contractor identify a firm that is not currently certified as an M/WBE, it should request that the firm submit a certification application [Empire State Development](#) by the deadline for submission of proposals for eligibility determination. It is the responsibility of the contractor to ensure that a sufficient number of certified M/WBE firms have been identified in response to this procurement, in order to facilitate full M/WBE participation.

- a. Whether or not the certified M/WBEs which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and
- b. Whether certified businesses solicited by the contractor responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's deadline for submission of proposals.

II. Whether there has been written notification to appropriate certified M/WBEs that appear in the [Empire State Development website](#).

All required Affirmative Action, EEO, and M/WBE forms to be submitted along with bids and/or proposals for NYSED procurements are attached hereto. Bidders must submit subcontracting forms which:

- 1) fully comply with the participation goals specified in the RFP; OR
- 2) partially comply with the participation goals specified in the RFP, and include a request for partial waiver, and document its good faith efforts to fully comply with the percentage goals specified in the RFP; OR
- 3) do not include certified M/WBE subcontractors or suppliers, and include a request for a complete waiver, and document its good faith efforts to fully comply with the participation goals specified in the RFP.

All M/WBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Online Certification can be found at the [New York State Contract System website](#).

Failure to comply with the requirements of Article 15-A as set forth under this procurement and in conjunction with the corresponding contract, will result in the withholding of associated funds and other enforcement proceedings set forth under Article 15-A.

2. Submission

Documents to be submitted with this proposal

This section details the submission document or documents that are expected to be transmitted by the respondent to the State Education Department in response to this RFP. NYSED shall own all materials, processes, and products (software, code, documentation and other written materials) developed under this contract. Materials prepared under this contract shall be in a form that will be ready for copyright in the name of the New York State Education Department. Any sub-contractor is also bound by these terms. The submission will become the basis on which NYSED will judge the respondent's ability to perform the required services as laid out in the RFP. This will be followed by various terms and conditions that reflect the specific needs of this project.

Project Submission

The proposal submitted in response to this RFP must include the following documents:

1. Submission Documents—Two (2) copies (one bearing an original signature)
2. Technical Proposal—Five (5) copies (one bearing an original signature)
3. Cost Proposal—Three (3) copies (one bearing an original signature)
4. M/WBE Documents—One (1) copy (one bearing an original signature)
5. Microsoft Office (CD or USB format)—One (1) electronic version with the submission, technical, cost, and M/WBE proposals.

The proposal must be received by **October 8, 2019 by 3:00 PM** at NYSED, 89 Washington Avenue, Albany, New York, 12234.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide complete presentation. If supplemental materials are a necessary part of the proposal, the bidder should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

The proposal must communicate an understanding of the deliverables of the RFP, describe how the tasks are to be performed and identify potential problems in the conduct of the deliverables and methods to identify and solve such problems.

Bidders should specify all details and dates required to evaluate the technical proposal and should limit aspects of the project plan which are to be determined only after the award of a contract. No optional deliverables to be provided only at an additional cost should be included and will not be considered in the evaluation of the technical proposal. Contractual terms, conditions and assumptions are inappropriate for inclusion in the proposal.

Any proprietary material considered confidential by the bidder will specifically be so identified, and the basis for such confidentiality will be specifically set forth in the proposal by submitting the form "Request for Exemption from Disclosure Pursuant to the Freedom of Information Law," located in 5) Submission Documents.

Technical Proposal

Technical Proposal (70 points)

The original plus four (4) copies of the completed Technical Proposal must be submitted in a separate envelope labeled **RFP #19-018 –Technical Proposal – Do Not Open** and must include the following:

The technical proposal — i.e., Project Narrative, Applicant Profile, Staffing Plan, and Work Plan — **should NOT exceed 15 single spaced pages.**

Project Description (10 points)

The proposal should reflect an understanding of the design requirements necessary to meet the highest levels of scientific rigor, while taking into account practical/logistical considerations. The assessment tools used in the evaluation must demonstrate that they are valid and reliable. Multiple methodologies for designing the study and collecting the data should be a goal of the evaluation. The vendor is expected to address the following elements in the design: 1) sampling procedures; 2) the criteria for measuring each of the major program activities; and 3) data analyses, including a description of the process for editing, entering, and verifying all data; as well as a description of the procedures for linking program implementation with program outcomes.

Deliverables (15 points)

The proposal should describe how the vendor will meet the expected deliverables:

- Conduct an in-depth analysis of current categorically-funded bilingual education programs and review each work plan for each program (see **Attachments A, B, and C** for each program description, deliverables and evaluation components for details).
- Plan/design/develop protocols for the evaluation of the identified programs, including development of data collection instruments for each program. These protocols will require approval by OBEWL before they are used. The selected vendor is expected to design protocols to assess implementation and effectiveness of the identified programs in addition to some focused protocols based on individual programs. This work needs to be completed within four months from contract approval.
- Identify and develop a program evaluation/measurement instrument, consistent with the evaluation plan that can be used to determine the quality of the identified categorically-funded bilingual education program providers' services. The program evaluation instrument will also serve as a model that can be used to determine best practices from the program providers.
- Survey/interview sample populations, including service providers and participants for data collection purposes.
- Conduct ongoing communications through emails, phone calls, and video conferences to understand each funded program as well as to establish relationship with each program director.
- Create a secured and password protected website to house data for all programs to be collected and develop a computerized system to analyze quantitative/qualitative data.

- Develop and submit a sample work plan for year one with specific methodologies, including sampling strategies used to collect and analyze data, specific tasks, and timelines.
- Submit a yearly work plan for the remaining years and update the plan as needed. This work plan will be due 30 days prior to the beginning of each contract year.
- Submit a semi-annual progress report that will provide an overview of the implementation/impact of these programs. The reports will be due January 31 and July 31 of each contract year.
- Submit an annual report that includes all data collected as well as recommended evaluation models for future years. This report will be due 60 days after the end of each contract year.
- Meet with the Associate Commissioner of OBEWL twice a year to review the status of the program evaluation. The vendor will be expected to provide oral presentations of the major evaluation findings to NYSED. The vendor will be expected to share their thoughts in consultation with NYSED about ways of improving categorically-funded bilingual education program efforts in New York State, based upon their findings to date. One of the meetings will be held in Brooklyn and one will be held in Albany. Each meeting will be one half (½) day in duration.
- Meet with all program directors on an ongoing basis, i.e., by phone calls, emails, and/or video conferences.
- In years three and five of the contract, conduct a comprehensive in-depth analysis to determine the degree to which recommended improvements have been implemented to impact ELL student performance and improve services delivery. This analysis must include input from recipients of categorically-funded bilingual education programs services, or program providers.

Data Collection (10 points)

The proposal should describe the data collection procedures and instruments proposed. These may include, but are not limited to the following: evaluator's philosophy and framework; constituent surveys; interview protocols; case study procedures; and extant data available from districts, schools, and NYSED.

The vendor also is expected to describe the sampling strategies for each data collection procedure, including sample size considerations and methods for ensuring sample representativeness in each of the sample groups. The vendor should identify the qualitative and quantitative methodologies that will be used to evaluate the programs. Procedures for managing the data collection effort should be addressed in the proposal as well.

Impact and Effectiveness Evaluation (10 points)

An annual Impact and Effectiveness Evaluation of the identified programs will be submitted to NYSED 60 days after the end of each contract year. The proposal should describe how this evaluation will include an analysis of the co-varying factors that potentially could influence the program's effectiveness, including the degree and quality of program implementation. The impact evaluation should determine, to the extent possible, what effects categorically-funded bilingual education programs have had on students. The vendor must propose an impact evaluation design that will permit reasonable inferences about the effectiveness of categorically-funded bilingual education programs. The proposal should reflect an understanding of the design requirements necessary to meet the highest levels of scientific

rigor, while taking into account practical/logistical considerations. The assessment tools used in the evaluation must demonstrate that they are valid and reliable. Multiple methodologies for designing the study and collecting the data should be a goal of the evaluation. The vendor is expected to address the following elements in the design: 1) sampling procedures; 2) the criteria for measuring each of the major program activities; and 3) data analyses, including a description of the process for editing, entering, and verifying all data; as well as a description of the procedures for linking program implementation with program outcomes.

Sample Work Plan for Year One (10 points)

The proposal should include a sample work plan for year one that supplements the project description by listing the specific sub-activities to meet contract deliverables and indicators of success. The sample work plan for year one should supplement the project description by describing how the indicator of success will be measured, a proposed timeline for the deliverables, and the staff positions responsible for completion of deliverables.

Operational Administration and Organizational Capacity (15 Points)

1. Organizational (5 points)

The proposal should describe the bidder's experience in program evaluation, specifically in the area of bilingual education, and its plans and capacity to perform all services required by the RFP.

2. Organizational Capacity and Staffing (5 points)

The proposal should demonstrate the bidder's ability to complete the required end products and design and facilitate all relevant meetings within the given timelines.

The proposal should include a detailed staffing plan. Resumes for all key staff should be included. Staffing plan should also describe how staff will interact with one another, subcontractors, NYSED staff, program directors, schools, and other contractors working with NYSED. This includes how the program manager will work with NYSED staff to fulfill the responsibilities identified in this RFP.

Strong preference will be given to English language development specialists with:

- a Master's degree or higher in, ESOL/TESOL or Bilingual Education,
- knowledge and/or experience with cultural responsive-sustaining education,
- familiarity with NYS learning standards, and
- experience with Elementary, Middle and High School students, particularly with ELLs/MLLs

The proposal should describe how the bidder will ensure that the work of the contract has the necessary priority within the organization to be completed with the highest quality and on time.

3. Related Evaluation Projects and References (5 points)

The proposal should include examples of the bidder's previous experience in the evaluation of educational and professional development programs. Preference will be given to applicants that have experience with programs in the areas of bilingual education. The dates of service and a summary of the services provided, including the details of service provided, entities and student populations affected, and duration of contract, should be included for each example.

A minimum of three current professional letters of reference to substantiate qualifications should be provided with the proposal. The letters of reference should include the name, title, company name, address, email address and phone number. Do not use NYSED staff as references. The bidders should ensure that the references are current and information submitted for references is accurate.

Cost Proposal (30 Points)

The original (bearing an original signature) plus two (2) copies of the completed Cost Proposal must be submitted in a separate envelope labeled **RFP #19-018**

– **Cost Proposal – Do Not Open** and must include the following:

- 1.) Bid Form Cost Proposal for Year One
- 2.) Five Year Budget Summary, **Signature Required**
- 3.) Subcontracting Form
- 4.) M/WBE Subcontractor and Supplier Form
- 5.) Budget Narrative*

*Note: The budget narrative should show how the funds will be used to support the work outlined in the RFP. Information should be included for each budget category of the cost proposal.

The cost proposal will be provided as an Excel spreadsheet that will include items #1-4 listed above and a Word document that will include item #5 listed above.

Budgets must be submitted using whole dollar numbers.

The Financial Criteria portion of the RFP will be scored based upon the grand total of the five (5)-year budget summary.

M/WBE Documents

The original copy of the completed M/WBE Documents must be submitted in a separate envelope labeled **RFP #19-018-M/WBE Documents-Do Not Open**. Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver

1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

Partial Participation-Partial Request for Waiver

1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

No Participation-Request for Complete Waiver

1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 101** Request for Waiver
3. **M/WBE 105** Contractor's Good Faith Efforts

3. Evaluation Criteria and Method of Award

This section begins with the criteria the agency will use to evaluate bids, and closes with the “method of award” or how the contractor will be selected. This will be followed by various terms and conditions that reflect the specific needs of this project as well as New York State contract guidelines and requirements.

Criteria for Evaluating Bids

All eligible proposals received by the deadline will be reviewed using the following criteria and ratings. Applicants must ensure that all components of this application request have been addressed, the required number of copies has been provided, all forms and assurances have been completed, and the original signatures are included as required.

An evaluation committee will complete a review of all proposals submitted. The committee will review each proposal based upon the submitted proposal and the requirements of the RFP only. Bidders should not assume that committee review members will be familiar with the current program or have any previous experience with the bidder. Appropriate description should be included to inform review committee members about the bidder’s qualifications and capacity to perform all required deliverables.

The committee will review each proposal to determine compliance with the requirements described in the RFP. The committee retains the right to determine whether any deviation from the requirements of this RFP is substantial in nature and may reject in whole or in part any and all proposals, waive minor irregularities and conduct discussions with all responsible bidders.

The proposal will be based on a total possible score of one hundred (100) points. NYSED reviewers will use the following criteria in their evaluations:

Technical Proposal (70 Points)

1. Project Description (10 points)
2. Deliverables (15 points)
3. Data Collection (10 points)
4. Impact and Effectiveness Evaluation (10 points)
5. Sample Work Plan for Year One (10 points)
6. Operational Administration and Organizational Capacity (20 Points)
 - a. Organizational Experience (5 points)
 - b. Organizational Capacity and Staffing (10 points)
 - c. Related Assessment Projects and References (5 points)

Financial Criteria (30 Points)

The Financial Criteria portion of this RFP will be scored based upon the grand total for the 5-year budget summary.

- The **financial portion** of the proposal represents 30% of the overall score and will be awarded up to 30 points pursuant to a formula. This calculation will be computed by the Contract Administration Unit upon completion of the technical scoring by the technical review panel.
- The submitted budget will be awarded points pursuant to a formula which awards the highest score of 30 points to the budget that reflects the lowest overall cost. The remaining budgets will be awarded points based on a calculation that computes the relative difference of each proposal

against the lowest budget submitted. The resulting percentage is then applied to the maximum point value of 30 points.

- **NYSED reserves the right to request best and final offers. In the event NYSED exercises this right, all bidders will be asked to provide a best and final offer. The Contract Administration Unit will recalculate the financial score based upon the best and final offers received.**

Method of Award

The aggregate score of all the criteria listed will be calculated for each proposal received.

The contract issued pursuant to this proposal will be awarded to the vendor whose aggregate technical and cost score is the highest among all the proposals rated. **If NYSED exercises the right to request best and final offers, the contract must be issued to the vendor with the highest aggregate technical and financial score that results from the best and final offers received.**

In the event that more than one proposal obtains the highest aggregate score, the contract will be awarded to the bidder in that group of highest aggregate scores whose budget component reflects the lowest overall cost.

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 offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; (16) request best and final offers.

Post-Selection Procedures

Upon selection, the successful bidder will receive a proposed contract from NYSED. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the agency's right to negotiate a final best price. The contents of this RFP, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by NYSED. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

Debriefing Procedures

In accordance with section 163 of the NY State Finance Law, NYSED, upon request, must provide a debriefing to any unsuccessful bidder regarding the reasons their proposal was not selected for an award.

1. All unsuccessful bidders may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED of non-award. Bidders may request a debriefing by submitting a written request to the Fiscal Contact person at:

NYS Education Department
Contract Administration Unit
Room 501W EB
89 Washington Avenue
Albany, NY 12234

2. Upon receipt of a timely written request from the unsuccessful bidder, NYSED will schedule the debriefing to occur within a reasonable time following receipt of the request. Debriefings will be conducted in person, unless NYSED and the bidder mutually agree to utilize other means, including but not limited to telephone, video-conferencing or other types of electronic communication.
3. The debriefing will include: a) the reasons that the proposal submitted by the unsuccessful bidder was not selected for an award; b) the qualitative and quantitative analysis employed by NYSED in assessing the relative merits of the proposals; c) the application of the selection criteria to the unsuccessful bidder's proposal; and d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal. The debriefing will also provide, to the greatest extent practicable, general advice and guidance to the unsuccessful bidder concerning potential ways that their future proposals could be more responsive.

Contract Award Protest Procedures

Bidders 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:

NYS Education Department
Contract Administration Unit
Room 501W EB
89 Washington Avenue
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of

the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

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

Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include: legal authority to do business in New York State; integrity; capacity- both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a [Vendor Responsibility Questionnaire](#). School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. A complete list of exempt entities can be viewed at the [Office of the State Comptroller's website](#).

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the [VendRep System Instructions](#) or go directly to the [VendRep System on the Office of the State Comptroller's website](#).

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the [VendRep website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

1. the subcontractor is known at the time of the contract award;
2. the subcontractor is not an entity that is exempt from reporting by OSC; and
3. the subcontract will equal or exceed \$100,000 over the life of the contract.

Note: Bidders must acknowledge their method of filing their questionnaire by checking the appropriate box on the Response Sheet for Bids (5. Submission Documents).

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between NYSED and an Offerer/bidder during the procurement

process. An Offerer/bidder is restricted from making contacts from the earliest notice of the solicitation through final award and approval of the Procurement Contract by NYSED and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified below. NYSED employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at [NYSED's Procurement Lobbying Law Policy Guidelines webpage](#).

Designated Contacts for NYSED
 Program Office – **Laura Arpey**
 Contract Administration Unit – **Jessica Hartjen**
 M/WBE – **Joan Ramsey**

Consultant Disclosure Legislation

Effective June 19, 2006, new reporting requirements became effective for State contractors, as the result of an amendment to State Finance Law §§ 8 and 163. As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

To enable compliance with the law, State agencies must include in the Procurement Record submitted to OSC for new consultant contracts, the State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term ([Form A](#) - see link below). The completed form must include information for all employees providing service under the contract whether employed by the contractor or a subcontractor. Please note that the form captures the necessary planned employment information ***prospectively from the start date of the contract through the end of the contract term.***

[Form A](#) is available on OSC’s website.

Please note that although this form is not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the form listed above is acceptable.

Chapter 10 of the Laws of 2006 mandates that State agencies must now require State contractors to **report annually** on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. State Consultant Services Contractor’s Annual Employment Report ([Form B](#) - see link below) is to be used to report the information for all procurement contracts above \$15,000. Please note that, in contrast to the information to be included on Form A, which is a one-time report of planned employment data for the entire term of a consulting contract on a projected basis, ***Form B will be submitted each year the***

contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

[Form B](#) is available on OSC's website.

For more information, please visit [OSC Guide to Financial Operations](#).

Public Officer's Law Section 73

All bidders must comply with Public Officer's Law Section 73 (4)(a), as follows:

4. (a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(i) The term "state officer or employee" shall mean:

(i) heads of state departments and their deputies and assistants other than members of the board of regents of the university of the state of New York who receive no compensation or are compensated on a per diem basis;

(ii) officers and employees of statewide elected officials;

(iii) officers and employees of state departments, boards, bureaus, divisions, commissions, councils or other state agencies other than officers of such boards, commissions or councils who receive no compensation or are compensated on a per diem basis; and

(iv) members or directors of public authorities, other than multistate authorities, public benefit corporations and commissions at least one of whose members is appointed by the governor, who receive compensation other than on a per diem basis, and employees of such authorities, corporations and commissions.

Review [Public Officer's Law Section 73](#).

NYSED Substitute Form W-9

Any payee/vendor/organization receiving Federal and/or State payments from NYSED must complete the NYSED Substitute Form W-9 if they are not yet registered in the Statewide Financial System centralized vendor file.

The NYS Education Department (NYSED) is using the NYSED Substitute Form W-9 to obtain certification of a vendor's Tax Identification Number in order to facilitate a vendor's registration with the SFS centralized vendor file and to ensure accuracy of information contained therein. We ask for the information on the NYSED Substitute Form W-9 to carry out the Internal Revenue laws of the United States.

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 which 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.

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the forms listed above are acceptable.

Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("DTF") that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with NYSED as the Contracting Agency) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the [New York State Department of Taxation and Finance's website](#). Forms are available through these links:

- [ST-220 CA](#)
- [ST-220 TD](#)

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them with their bid submissions to expedite contract execution if the bidder is awarded the contract.

4. Assurances

The State of New York Agreement, Appendix A – Standard Clause for all New York State Contracts, and Appendix A-1 - Agency Specific Clauses, Appendix R - Data Security and Privacy Plan Provisions, Appendix S - Parents' Bill of Rights for Data Privacy and Security, and Appendix S-1 - Attachment to Parents' Bill of Rights for Contracts Involving Disclosure of Certain Personally Identifiable Information, **WILL BE INCLUDED** in the contract that results from this RFP. Vendors who are unable to complete or abide by these assurances should not respond to this request.

The documents listed below are included in **5. Submission Documents**, which must be signed by the Chief Administrative Officer. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful bidder and the NYS Education Department.

1. Non-Collusion Certification
2. MacBride Certification
3. Certification-Omnibus Procurement Act of 1992
4. Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements
5. Offerer Disclosure of Prior Non-Responsibility Determinations
6. NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file.)
7. Iran Divestment Act Certification

M/WBE Documents – **(the forms below are included in 5. Submission Documents)**

Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver

Signatures Required

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

Partial Participation-Partial Request for Waiver

Signature Required

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

No Participation-Request for Complete Waiver

Signature Required

1. M/WBE Cover Letter
2. **M/WBE 101** Request for Waiver
3. **M/WBE 105** Contractor's Good Faith Efforts

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through MaryEllen Elia, Commissioner of Education of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given

PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

Appendix A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or

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

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

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

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

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

with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
[NYS M/WBE Directory](#)

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

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“[Prohibited Entities List](#)”).

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.

(January 2014)

APPENDIX A-1Payment and Reporting

- A. In the event that 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. 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.

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.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

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.

Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars (\$2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

- B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.
- D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

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 NYSED 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. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, 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, which requires that documents, web-based information and applications are accessible to persons with disabilities. All delivered documentation 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 documents and applications will be considered a qualified deliverable under the contract or procurement.
- C. 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.
- D. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- E. 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.
- F. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- G. No fees shall be charged by the Contractor for training provided under this agreement.
- H. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.
- I. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- J. 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.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.
- B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.
- C. Contractor certifies that no governmental entity has made a finding of nonresponsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

- A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail: NYS Office of the State Comptroller

Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service
Office of Counsel
Alfred E. Smith Office Building
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
Contract Administration Unit
Room 501 W EB
Albany, NY 12234

By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
1. Appendix A – Standard Clauses for all State Contracts
 2. State of New York Agreement
 3. Appendix A-1 - Agency Specific Clauses
 4. Appendix X - Sample Modification Agreement Form (where applicable)
 5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
 6. Appendix B - Budget
 7. Appendix C – Payment and Reporting Schedule
 8. Appendix R – Data Security and Privacy Plan (where applicable)
 9. Appendix S – Parents’ Bill of Rights for Data Privacy and Security (where applicable)
 10. Appendix S-1 - Attachment to Parents’ Bill of Rights (where applicable)
 11. Appendix D – Program Workplan

(Revised 6/12/17)

**APPENDIX R:
DATA SECURITY AND PRIVACY PLAN PROVISIONS**

1. The individually identifiable data provided to or stored by the Contractor pursuant to this agreement (the "Data") are sensitive, requiring appropriate levels of security to prevent unauthorized disclosure or modification. The Contractor shall take all reasonable measures to protect the confidentiality of the Data as required by federal and state laws and regulations applicable to the Contractor. These may include but are not limited to the New York State Social Services Law, Personal Privacy Protection Law and Education Law §2-d; the federal Social Security Act and Family Educational Rights and Privacy Act; internet security laws; and any regulations promulgated thereunder.
2. The Contractor has full and final responsibility for the security of the Data. The Contractor agrees to implement reasonable technical and physical security measures to ensure the confidentiality, integrity and availability of the Data. Such security measures may be reviewed by the State, both through an informal audit of policies and procedures and/or through inspection of security methods used within the Contractor's infrastructure, storage, and other physical security. The Contractor should review its implementation and maintenance of its security review periodically to protect the data in strict compliance with statutory and regulatory requirements.
3. The Contractor's security measures must also include:
 - a. Provision that access to the Data is restricted solely to staff who need such access to carry out the responsibilities of the Contractor under this agreement, and that such staff will not release such Data to any unauthorized party;
 - b. All confidential Data are stored on computer and storage facilities maintained within Contractor's computer networks, behind appropriate firewalls;
 - c. Access to computer applications and Data are managed through appropriate user ID/password procedures;
 - d. Contractor's computer network storing the Data is scanned for inappropriate access through an intrusion detection system. NYSED has the right to perform a site visit to review the vendor's security practices if NYSED feels it is necessary;
 - e. That Contractor has a disaster recovery plan that is acceptable to the State;
 - f. Satisfactory redundant and uninterruptible power and fiber infrastructure provisions; and
 - g. A copy of the Contractor's security review evidencing compliance with these requirements must be submitted to NYSED for review and approval within 6 months of the signing of the contract or before the first certification test is performed, whichever occurs first.
4. The Data must be returned to NYSED upon termination or expiration of this Agreement, or at such point that the Data are no longer needed for the purpose referenced in this Agreement, or, at the sole discretion of NYSED, securely destroyed. All hard copies of personally identifiable Data in the possession of the Contractor must be securely destroyed, and all electronic Data must be purged from the network in a manner that does not permit retrieval of the data. The contractor is specifically prohibited from commingling any data from outside sources into the Data received from NYSED, except as specifically authorized by NYSED.
5. If personally identifiable data of students, teachers or building principals will be disclosed to the Contractor by NYSED for purposes of the Contractor providing services to NYSED, the Contractor must comply with the following requirements of Education Law §2-d (Chapter 56, Subpart L of the Laws of 2014) and any implementing regulations:

- a. Any officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
 - b. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - c. not use the education records for any other purposes than those explicitly authorized in its contract;
 - d. except for authorized representatives of the third-party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:
 - (i) without the prior written consent of the parent or eligible student; or
 - (ii) unless required by statute or court order and the party provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - e. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody; and
 - f. use encryption technology consistent with Education Law §2-d and any implementing regulations.
6. If requested by NYSED to make any disclosure of aggregated data using the Data provided to or stored by the Contractor, Contractor must ensure that the disclosed aggregated data cannot reasonably be used to identify a particular individual. Aggregated data will be considered identifiable if the disclosure has less than five (5) data elements per cell or the data elements per cell comprise 100% of the subject population.
7. Contractor agrees that all Data shall remain at all times the property of the State, and may not be used for any purpose other than the purpose outlined in this Agreement without the express written permission of NYSED. The Contractor has no ownership of or licensing rights to the Data except as provided in this Agreement, and Contractor specifically agrees that it will not sell, give or otherwise transfer the Data to any third party without NYSED's express prior approval.
8. The Contractor must ensure that these confidentiality and security provisions apply to any subcontractor engaged by the Contractor for the work under this agreement. The Contractor shall take full responsibility for the acts and omissions of its subcontractors, and the use of subcontractors shall not impair the rights of NYSED against the Contractor in accordance with this Agreement.
9. Hardware, software and services acquired by the Contractor under this Agreement may not be used for other activities beyond those described in the scope of the contract unless authorized in advance by NYSED.
10. Security of Location - Server room will remain a restricted access, locked room with access via security cards. The list of staff with access to the server room will continue to be reviewed quarterly against the number of times each staff gained access to the server room.
11. Breach Notification:
- a. Contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement with an educational agency shall be required to notify such educational agency of any breach of security resulting in an unauthorized release of such data in accordance with Education Law §2-d and any implementing regulations. Upon such notification, the educational agency shall take appropriate action in accordance with Education Law §2-d and any implementing regulations.
 - b. If the State is required, pursuant to Education Law §2-d(6)(b), to notify one or more parent, eligible student, teacher or principal of an unauthorized release of student data by the Contractor or its assignee, the Contractor shall promptly reimburse the State for the full cost of such notification.

- c. Contractor acknowledges that it may be subject to penalties under Education Law §§2-d (6) and 2-d(7) for unauthorized disclosure of personally identifiable student, teacher or principal data.
- d. Contractor agrees that it will cooperate and promptly comply with any inquiries from the State based upon the State's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred. Contractor will permit on-site examination and inspection, and will provide at its own cost necessary documentation or testimony of any employee, representative or assignee of Contractor relating to the alleged improper disclosure of data.

* **The Laws of New York State:** <http://public.leginfo.state.ny.us/menuegf.cgi?COMMONQUERY=LAWS>: *Regulations for New York State Social Services* : Social Services Law §§ 136, 372, 390(3)(c)(iv), 409-f, 422, 444 and 460-e; 18 NYCRR Part 339, Part 357, § 414.15(a)(5), § 416.15(a)(7), § 417.15 (a)(7), § 418-1.15 (a) (5), § 418-2.15(a) (7), Part 445 and Part 466
New York State Personal Privacy Laws (PPPL): 21 NYCRR Chapter XXV and 19 NYCRR Part 81
SED-specific PPPL regulations: 8 NYCRR Part 187

Appendix S: PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, “educational agencies” (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents’ Bill of Rights for Data Privacy and Security (Parents’ Bill of Rights). The Parents’ Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a “third party contractor” (as defined below) where the third-party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c (“APPR data”).

The purpose of the Parents’ Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

A. What are the essential parents’ rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child’s student records?

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents’ Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent’s identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents’ rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students’ education records.
3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain

student data as “directory information” (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).

4. Where a school or school district has a policy of releasing “directory information” from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student’s name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent’s refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are parents’ rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of “personal information,” defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a “data subject” (in this case the student or the student’s parent). Like FERPA, the PPPL confers a right on the data subject (student or the student’s parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government’s address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is coog@dos.ny.gov, and their telephone number is (518) 474-2518.

C. Parents’ Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information

1. What “educational agencies” are included in the requirements of Education Law §2-d?

- The New York State Education Department (“NYSED”);
- Each public-school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
 - a public elementary or secondary school;
 - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
 - an approved provider of preschool special education services;
 - any other publicly funded pre-kindergarten program;
 - a school serving children in a special act school district as defined in Education Law 4001; or
 - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term “student” refers to any person attending or seeking to enroll in an educational agency, and the term “personally identifiable information” (“PII”) uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student’s name;
- (b) The name of the student’s parent or other family members;
- (c) The address of the student or student’s family;
- (d) A personal identifier, such as the student’s social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student’s date of birth, place of birth, and Mother’s Maiden Name³;
- (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents’ Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding my student’s PII?

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

- (A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.
 - PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.
 - However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.
- (B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.
 - This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student’s educational record.

³ Please note that NYSED does not collect certain information defined in FERPA, such as students’ social security numbers, biometric records, mother’s maiden name (unless used as the mother’s legal name).

- NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.
 - The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access the NYSED Student Data Elements List, a complete list of all student data elements collected by NYSED, at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
 - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third-party contractor or its officers, employees or assignees.
 - When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers, superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parents' Bill of Rights.?

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third-party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;

- (B) how the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third-party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contract with a third-party contractor to provide services, and the contract requires the disclosure of PII to the third-party contractor?

Education Law §2-d provides very specific protections for contracts with “third party contractors”, defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term “third party contractor” also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an “educational agency.”

Services of a third-party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third-party contractor, under which the third-party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third-party contractor that enters into a contract or other written agreement with an educational agency under which the third-party contractor will receive student data or teacher or principal data shall:

- o limit internal access to education records to those individuals that are determined to have legitimate educational interests
- o not use the education records for any other purposes than those explicitly authorized in its contract;

- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third-party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third-party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

ATTACHMENT

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by §99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- About financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials about a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

Appendix S-1: Attachment to Parents' Bill of Rights for Contracts Involving Disclosure of Certain Personally Identifiable Information

Education Law §2-d, added by Ch. 56 of the Laws of 2014, requires that a Parents' Bill of Rights be attached to every contract with a third-party contractor (as defined in the law) which involves the disclosure of personally identifiable information (PII) derived from student education records ("Student Data"), or certain teacher/principal information regarding annual professional performance evaluations that is confidential pursuant to Education Law §30212-c ("APPR Data"). Each such Contract must include this completed Attachment to provide specific information about the use of such data by the Contractor.

1. Specify whether this Contract involves disclosure to the Contractor of Student Data, APPR Data, or both.

Disclosure of Student Data

Disclosure of APPR Data

2. Describe the exclusive purposes for which the Student Data or APPR Data will be used in the performance of this contract.

Student Data will be used to evaluate the effectiveness of the programs being evaluated.

3. Identify any subcontractors or other persons/entities with whom the Contractor will share the Student Data or APPR in the performance of this Contract, and describe how the Contractor will ensure that such persons/entities will abide by the data protection and security requirements of the Contract.

Subcontractors or other entities with whom the Contractor will share data:

Bidder should specifically list in this section any/all entities that will/may receive data.

In the event the Contractor engages a Subcontractor or otherwise shares Student Data or APPR Data with any other entity, Contractor acknowledges and agrees that before any such data is shared with a Contractor or another entity, such party must agree in writing to be bound by the confidentiality and data protection provisions set forth in this Contract including, but not limited to, the "Data Security and Privacy Plan" set forth in Appendix R. Upon termination of the agreement between the Contractor and a Subcontractor or other entity, Contractor acknowledges and agrees that it is responsible for ensuring that all Student Data or APPR Data shared by the Contractor must be returned to Contractor or otherwise destroyed as provided in Paragraph 4 of the "Data Security and Privacy Plan" set forth in Appendix R.

4. Specify the expiration date of the Contract, and explain what will happen to the Student Data or APPR Data in the Contractor's possession, or the possession of any person/entity described in response to Paragraph 3, upon the expiration or earlier termination of the Contract.

Contract expiration date: ***June 30, 2024***

- Contractor agrees to return the Student Data or APPR Data to NYSED consistent with the protocols set forth in Paragraph 4 of the “Data Security and Privacy Plan” set forth in Appendix R.
- Contractor agree to securely destroy the Student Data or APPR Data consistent with the protocols set forth in Paragraph 4 of the “Data Security and Privacy Plan” set forth in Appendix R.

5. State whether the Contractor will be collecting any data from or pertaining to students derived from the student’s education record, or pertaining to teachers or principals’ annual professional performance evaluation pursuant to the Contract, and explain if and how a parent, student, eligible student (a student eighteen years or older), teacher or principal may challenge the accuracy of the Student Data or APPR data that is collected.

Student Data

APPR Data

Any challenges to the accuracy of any of the Student Data or APPR Data shared pursuant to this Contract should be addressed to the school, educational agency or entity which produced, generated or otherwise created such data.

6. Describe where the Student Data or APPR Data will be stored (in a manner that does not jeopardize data security), and the security protections taken to ensure that the data will be protected, including whether such data will be encrypted.

Bidder should detail in this section where data will be stored, what security measures will be in place, and whether electronic data is encrypted in motion and/or at rest.

Attachment A

A1-A4: Program Description

A1: Clinically-Rich Intensive Teacher Institute (CR-ITI) in Bilingual Education and English to Speakers of Other Languages

A2: Regional Bilingual Education Resource Networks (RBERNs)

A3: Puerto Rican/Hispanic Youth Leadership Institute (PR/HYLI)

A4: Bridges

A1: Clinically-Rich Intensive Teacher Institute in BE and ESOL

The CR-ITI addresses the shortage of highly qualified bilingual education and English as New Language (ENL) teachers. It is designed to increase the pool of certified bilingual and ENL teachers in New York State and to provide tuition assistance by helping NYS certified teachers in grades Prekindergarten-grade 12 (who have already completed all of the pedagogical requirements to become certified in NYS) to obtain additional NYS certification in bilingual education extension and/or ESOL certification.

An essential element necessary for successful programs for English Language Learners (ELLs)/Multilingual Learners (MLLs), as well as a requirement of the Every Student Succeeds Act (ESSA), is the presence of highly qualified bilingual education and ENL teachers. Therefore, the CR-ITI's main program initiative is to provide ELLs/MLLs in NYS including New York City with qualified and certified teachers in the areas of BE and ESOL. In partnership with NYS approved institutions of higher education (IHEs), CR-ITI-BE work to offer subject matter specialization courses and facilitate the teacher certification process. They also ensure that through the preparation of qualified and certified teachers, adequate educational services (which are aligned with the Next Generation Learning Standards) are provided to ELLs/MLLs in the acquisition of English, the reinforcement of their native language skills, and the learning of content areas. In addition, they promote equal access to school services and full participation in school activities.

A2: Regional Bilingual Education Resource Networks (RBERNs)

Regional Bilingual Education Resource Networks (RBERNs) provide technical assistance to school districts, especially those where ELLs/MLLs fail to meet State/Federal standards/requirements, to build and/or strengthen their capacity to serve ELLs/MLLs through Commissioner's Regulations (CR) Part 154 and ESSA Title III programs.

The RBERN network is New York State Education Department's (NYSED) main program initiative for the provision of professional development, in-service training, information dissemination, and technical assistance to parents and service providers related to the education of ELLs/MLLs, focusing particularly on the following areas:

- Student Identification/Placement
- Leadership
- Quality Programs
- Quality Instruction
- Assessment/School Planning
- Staff Qualifications
- Professional Development
- Parental Involvement
- Support Services
- Coordination of Resources

Such technical assistance may take the form of video-conferencing, conference calls, listservs, e-mails, professional development events that include staff as presenters, etc. The RBERNs work in collaboration with

other NYSED-funded centers to achieve the overarching goals of increasing student performance, reducing dropout rates, and increasing graduation rates.

The New York State Commissioner's Regulations Part 154 and the federal *Every Student Succeeds Act (ESSA)* place a major emphasis on helping children who are English Language Learners, including immigrant children and youth, attain English proficiency, develop high levels of academic achievement in English, and meet the same challenging State academic content and student academic achievement standards as all children are expected to meet. Both CR Part 154 and ESSA Title III Part A also emphasize teacher quality as a factor in improving student achievement. The RBERNs offer professional development opportunities that will enhance the skills and competencies of all educators so they can assist ELLs/MLLs in meeting the New York State Next Generation Learning and Performance Standards in the core subjects (including English as a New Language and Native Language Arts (NLA)), provide technical assistance to districts and schools on the interpretation of policies and regulations and the development of Comprehensive Reports, Data Plans and Improvement Plans, as well as information on the availability of State and federal funding, and instructional resources pertaining to the education of ELLs/MLLs in New York State.

Districts and schools must build their capacity to provide ELLs/MLLs with programs necessary to enable them to achieve the State standards. The RBERNs' primary mission is to assist districts and schools in raising the achievement levels of ELLs/MLLs in kindergarten through grade 12 and to support activities, best practices, and programs that will provide these students with an educational experience that enables them to meet all required core standards, become proficient in the English language while capitalizing on their strengths in terms of their native language and heritage. RBERN activities/interventions must be the result of data analysis and must be based on scientific research, where available.

A3: Puerto Rican and Hispanic Youth Leadership Institute (PR/HYLI)

Puerto Rican/Hispanic Youth Leadership Institute (PR/HYLI) is designed to develop leadership, public speaking skills, and an understanding of the NYS Legislative process for 200 Hispanic high school junior and senior students studying NYS Law and Government. Prior to attending a three-day institute, students receive training on the legislative process and then they select legislative bills to research and debate. At the institute, students meet with legislators and debate actual legislative bills in a mock Assembly session.

Under the leadership of the NYSED, Office of Bilingual Education and World Languages (OBEWL), the contractor will assist participants in the PR/HYLI in developing skills in leadership, public speaking, parliamentary procedures, and an understanding of the New York State legislative process. The contractor will work with the NYC Department of Education (NYCDOE), the Task Force, and the state's eight (8) Regional Bilingual Education Resource Networks (RBERNs) to promote these activities.

The PR/HYLI weekend is held in Albany during the Task Force Conference "SOMOS" El Futuro, Inc., generally from Saturday through Monday in March or April of each year. Part of the Contractor's responsibility will be to select outstanding high school students across the state, working in collaboration with districts or State funded networks such as RBERNs in their area. The selected students will go through intensive training based on a training manual developed collaboratively by former PR/HYLI statewide trainers from across the State.

Prior to their arrival in Albany, students learn the legislative process and select legislative initiatives to research and debate at the PR/HYLI. High school seniors will also be trained on writing scholarship essays and completing an application to compete for the Angelo Del Toro Scholarship Award. The culmination of this training takes place at the PR/HYLI, where participants engage in team-building activities, presentations on current issues, and visits with legislators and NYSED Board of Regents members.

A4: BRIDGES

Students with Interrupted/Inconsistent Formal Education (SIFE) are a sub-group of English learners (ELLs/MLLs) consisting of recent immigrants or refugees who enter New York State schools with limited academic preparation, requiring specialized support. Part 154 of the New York State Commissioner's Regulations (CR Part 154) defines SIFE as ELLs/MLLs "who have attended schools in the United States...for less than twelve months and who, upon initial enrollment in such schools, are two or more years below grade level in literacy in their home language and/or two or more years below grade level in Math due to inconsistent or interrupted schooling prior to arrival..." [Part 154-2.2(y)].

Because of the recent growth of this population, resulting in part from regional conflicts and refugee crises, various initiatives have been implemented in districts throughout New York State in an effort to meet their unique needs. Recommendations that emerged from research conducted by the City University of New York (CUNY) for serving those SIFE who enter the U.S. at the lowest levels of home language literacy – referred to as SIFE with developing literacy, included additional school time, a specialized curriculum, use of home languages to support instruction, and extensive training for teachers.

With support from New York State Education Department (NYSED) and the New York City Department of Education, a team of researchers from the Graduate Center at CUNY has established an initiative –*Bridges to Academic Success* – to develop curricula and programming specifically designed to address the needs of Students with Developing Literacy (SDLs) in English language arts (ELA), math, science and social studies. These curricula support Bridges classes in various New York State schools.

The curriculum includes a two-part, standards-aligned curriculum in English language arts for SDLs ("SIFE ELA"), consisting of two inter-dependent courses: the "integrated ELA" course for SDLs supports instruction that integrates development of English as a new language (ENL) with an ELA content focus; while the stand-alone course for SDLs focuses specifically on ENL instruction. An additional curriculum focusing on foundational language and literacy ("SIFE FLL") was also developed to further support SDLs who are new to print.

Attachment B

B1-B4: Program Activities

B1: Clinically-Rich Intensive Teacher Institute in Bilingual Education and ESL (CR-ITI)

B2: Regional Bilingual Education-Resource Networks (RBERNs)

B3: Puerto Rican/Hispanic Youth Leadership Institute (PR/HYLI)

B4: Bridges

B1: Clinically-Rich Intensive Teacher Institute (CR-ITI) in BE and ESOL

- New York State Education Department has 23 CR-ITIs operating across NYS in 2018-19, five of which will be evaluated each year under the Bilingual Programs Evaluation Awardee, as identified by NYSED.
- Provide tuition assistance to graduate students who are working to receive their Bilingual Extension or English to Speakers of Other Languages (ESOL) certification. The CR-ITI will pay a maximum of \$300 per credit hour, for a maximum of 15 credits per participant. Each IHE cohort has a maximum of 20 graduate students, per year.
- Each IHE cohort will be selected based on an approved application process established by OBEWL. Each IHE will be responsible for assisting and preparing students for all New York State required teacher certification exams.
- Each IHE will have either an ESOL program or a BE program or both. The IHE will assist participants by providing them with the coursework needed to obtain additional certification in ESOL and/or BE Extension.
- The Program Director will develop, in conjunction with the selected IHEs, the course work (curriculum) requirements to be followed by each IHE. The curriculum must be approved by NYSED's Office of College and University Evaluation and any programmatic changes to curriculum and/or faculty must be reviewed annually and any changes presented will be forwarded to OCUE for approval.
- The clinically rich component of the program will be developed by each individual IHE cohort based on established university/college requirements and guidelines.
- The Program Director will work with eight (8) IHE cohorts to develop a general nomination process for participants in the BE and/or ESOL program. IHEs must ensure that all participating students have a signed agreement with a district to work for two years full-time as a BE or ESOL teacher after completing the CR-ITI-BE/ESOL program
- Develop and maintain a record of attendance throughout the contract period, as measured by a monitoring system of student surveys and continuous contact with IHEs.
- Develop and upgrade the monitoring process, on a continued basis, through direct surveys which keeps track of the status of former CR-ITI graduate participants in order to determine the extent to which they have fulfilled their two-year service commitments in appropriate areas. This would include the position held and the district in which the graduate is employed.
- Submit a bi-annual progress report each contract year. A final yearly report is due within 30 days after the end of each contract year, indicating the status of graduating participants to the NYSED Office of Bilingual Education and World Languages (OBEWL).
- Develop, maintain, and update on a monthly basis a CR-ITI website that provides current information and documents relevant to participants working with ELLs/MLLs in NYS. The website should be linked to the NYSED's Office of Bilingual Education and World Languages (OBEWL) website: <http://www.p12.nysed.gov/biling/>.
- Conduct an end of the year program evaluation to determine effectiveness and make recommendations for future enhancements or changes in the CR-ITI program.

- A summary of recommendations for change or enhancement will be discussed and submitted to the NYSED, OBEWL for review and approval

B2: Regional Bilingual Education Resource Networks (RBERNs)

There are eight (8) Regional Bilingual Education Resource Networks (RBERNs):

- I. Seven (7) RBERNs provide technical assistance to the schools/districts in their respective regions and
- II. One (1) Statewide Language Specific RBERN is responsible for the services provided to all schools/districts in the State.

Intervention strategies and activities provided to schools and districts with ELLs/MLLs will include, but are not limited to, the following initiatives. OBEWL reserves the right to change or modify these activities based on the changing needs of the ELL population in each RBERN.

Technical Assistance and Professional Development

- Conduct annual regional planning (needs analysis) to determine the demographics, academic performance, and the educational needs of English Language Learners/Multilingual Learners (ELLs/MLLs) in the districts and schools of the RBERN designated region. This planning process includes the survey, steering committee, and action plan outlined below.
- Survey. Each RBERN will conduct an annual online survey among teachers, administrators, and other staff members in all of the districts in each RBERN service region. In addition to eliciting feedback based on "satisfaction" with technical assistance and support provided, the survey results will also serve to inform the Steering Committee process in identifying training and professional development needs of the region.
- A Steering Committee process. Steering committees will be established by each RBERN to identify regional training needs (e.g., training for participants from multiple school districts) on topics such as C.R. Part 154 requirements. The steering committee membership will include staff from the OBEWL, the Executive Director of the RBERN or designee, Resource Specialists, and representatives from schools and districts in the area of service. The steering committee will assist in the identification of the training and professional development needs of the region, and will develop a procedure for reviewing and approving requests for the services of the RBERN Resource Specialists.
- Each RBERN will submit an Action Plan to OBEWL that reflects the requirements of the RFP describing in detail the technical assistance service(s), professional development, resources and/ or supports to be created / provided in support ELLs/MLLs in the designated RBERN region.
- Assist districts/schools in the analysis of current and projected enrollment of ELLs/MLLs, as required by revised CR Part 154, to design and implement appropriate instructional models.
- Conduct every two months during the school year a meeting with district ELL Directors and Coordinators in the service region to provide up to date information and to adjust RBERN assistance plan according to the most current district ELL needs.
- Conduct bi-annual (July and January) focus groups with principals and assistant principals in the region to identify regional training needs and best practices aligned to the Next Generation Learning Standards. The focus groups will be coordinated with the Office of Bilingual Education and World Languages.
- In coordination with OBEWL, all RBERNs staff will conduct reviews of CR Part 154 Comprehensive Plans for the districts in their region. In the NYC region, the Language Allocation Policy Plans will also be reviewed. OBEWL staff will be responsible for final approvals of these reviews.
- Promote and assist districts and schools in the development and implementation of sustainable Two-Way Bilingual Education and Transitional Bilingual Education programs in Pre-K to 12 grades.
- Conduct one to two (1 day each) specialized workshops for ELL subgroups (Newcomer, SIFE, Long Term ELLs/MLLs, Former ELLs, ELLs who are also Students with Disabilities, Developing ELLs), for 75 participants each, in consultation with OBEWL
- In coordination with OBEWL, all RBERN staff will assist in the review of the yearly Comprehensive ELL

Education Plans that are submitted by all districts. In NYC, the regional RBERN will collaborate with the Statewide Language RBERN to conduct the reviews and provide follow-up technical assistance.

- Serve as lead or provide guidance to qualifying districts for creating and maintaining a Title III Consortium to support enhanced educational opportunities for ELLs/MLLs in districts with small numbers of ELLs/MLLs.
- In collaboration with NYSED, each RBERN will participate in a minimum of 5 on site, 3 daylong monitoring reviews per year for CR Part 154 and Title III.
- In addition to the Part 154 reviews, RBERNs will participate in 3 day long on-site monitoring reviews to assist the school improvement team in the Diagnostic Tool for School and District Effectiveness (DTSDE) initiative. This will be a minimum of 10 yearly reviews.
- Create 2-3 resources in alignment with one principle of the Blueprint for ELL Success (as assigned by NYSED) for each year of the contract. The content of all materials will be developed in conjunction with the Office of Bilingual Education and World Languages, and the final approved version will be disseminated by NYSED for use with all RBERNs.
- Under the leadership of OBEWL and in collaboration with other RBERNs and the Statewide Language RBERN, assist NYSED in facilitating an annual one-day New York State Bilingual/ESL Teacher Institute on the Blueprint for ELL Success for approximately 150-250 participants to provide current NYSED information and to address the most current statewide issues related to the education of ELLs/MLLs.
- In collaboration with the NYC RBERN, each RBERN will conduct one Regional Parent/ Guardian/ Caregiver Institute every year in alignment with principle 5 of the Blueprint for ELL Success, for approximately 75-100 participants in collaboration with other service providers and professional organizations that focus on parents/guardians/caretakers' rights and responsibilities as partners in their children's education.
- Provide guidance and strong support of Early Childhood initiatives by increasing outreach to parents of young bilingual learners, and provide educational opportunities to parents of young children on emergent literacy development through an annual workshop and collaboration with NYSED Literacy Centers. These activities will be based on regional needs.
- In coordination with OBEWL support the implementation of the NYS Seal of Biliteracy initiative by assisting districts and schools in the development and execution of their proposed plan.
- The Puerto Rican/Hispanic Youth Leadership Institute (PR/HYLI): Under the leadership of NYSED and OBEWL, and in collaboration with the NYCDOE, the State Legislature, and a designated lead vendor/coordinator, each RBERN will conduct up to five (5) intensive one-day training sessions annually, in preparation for PR/HYLI for approximately 100 high school students in the NYC region and between 5 and 20 high school students. Questar III will be responsible for the coordination of this program, and all event logistics, in consultation with each RBERN. PR/HYLI aims to develop students' leadership and public speaking skills, and to increase their understanding of the State's legislative process and parliamentary procedures. High school seniors will also be provided additional training on writing a successful scholarship essay to apply for the Angelo Del Toro Scholarship Award or other awards identified by the PR/HYLI.
- Provide a yearly one-day training to all districts in your region on the administration and scoring of the New York State English as a Second Language Achievement Test (NYSESLAT).
- Develop and maintain a local website that includes regional demographic information and information regarding activities offered by the RBERN. Ensure that all information is aligned to the OBEWL website
- Each RBERN Executive Director will attend six (6) two-day RBERN Directors Meetings per year. Four (4) meetings will be held in Albany and two (2) meetings will be held in the New York City area per year.
- All RBERN staff members will attend two (2) two-day RBERN All Staff Meetings in Albany per year.
- Provide information as needed to the Categorical Funds Evaluation vendor including data, contact information, on-site visits, etc.
- Assist with the recruitment of interpreters for on-site, face-to-face interpretation and translators to assist with the translation of documents, materials, and assessments for ELL populations. Maintain an electronic directory of trained translators and interpreters in the different target languages to share with the service area as needed.
- Gather data about the language instruction programs within the region and regarding the professional development provided by the Regional RBERN to the schools and districts in the region.

II. Statewide Language Specific RBERN

Program Activities

- Submit an Action Plan that reflects the requirements of the RFP describing in detail the technical assistance service(s), professional development, resources and/ or supports to be created / provided in support of ELLs/MLLs.
- In coordination with OBEWL, all RBERN staff will conduct reviews of CR Part 154 Comprehensive Plans of districts throughout the state.
- Promote and assist districts and schools in the development and implementation of sustainable Two-Way Bilingual Education and Transitional Bilingual Education programs in Pre-K to 12 grades.
- In collaboration with OBEWL, the Statewide Language RBERN will set up an ELL civil rights complaint telephone hotline available in the top ten (10) languages spoken in the State as well as a translated complaint form in those languages that can be downloaded and submitted electronically on the Statewide Language RBERN website and requested by phone and submitted via mail, fax or personal delivery.
- Web complaint form: In addition, to supplement the civil rights complaint hotline, the Statewide Language RBERN will create a 1-2 page civil rights complaint form for ELL parents or persons in parental relation regarding Part 154. The form will track ELL and parent civil rights provided by Part 154. It will be available in the top ten (10) languages spoken by New York's ELLs/MLLs, downloadable via the RBERN website and may also be requested via the telephone hotline if callers prefer to submit a written complaint.
- Within 10 days of submission of a written complaint, the RBERN must respond with a notice acknowledging the complaint, translated into the language in which the complaint was submitted. Also, within 30 days of a complaint's receipt, the RBERN must respond to the complaint itself either verbally or in writing.
- The RBERN will keep a record of all calls, including the name of the caller, the phone number or e-mail address, the school or district involved, the nature of the call, and the outcome of the call. This record will be submitted weekly to OBEWL.
- Provide ongoing technical assistance and 5 professional development opportunities in support of academic achievement of all ELLs/MLLs, Grades K-12, in all districts, nonpublic schools and other educational agencies on research-based practices, exemplary programs and Federal regulations (i.e., ESSA Title III) through workshops, presentations, on-line or face-to-face professional learning communities (PLCs), webinars, direct consultations with district and school personnel.
- In coordination with the OBEWL, the Statewide Language RBERN will assist the regional RBERN in NYC to conduct reviews of the CR Part 154 Comprehensive ELL Education Plans.
- In collaboration with NYSED, the Statewide Language RBERN will participate in a minimum of 5 on site, 3 day long monitoring reviews for identified districts.
- Identify and disseminate information and provide lists of print materials, on-line resources, research, and multimedia materials in target languages for bilingual education and Languages Other Than English (LOTE) programs from Grades Pre-K-12.
- Disseminate current information, including funding opportunities, relevant to the education of ELLs/MLLs through email, letters, faxes, electronic newsletters, meetings or special announcements, as appropriate, for the different target languages.
- RBERNs will participate in 3 day long on-site monitoring reviews to assist the school improvement team in the Diagnostic Tool for School and District Effectiveness (DTSDE) initiative. This will be a minimum of 10 yearly reviews.
- All RBERNs will assist with the recruitment of interpreters for on-site, face-to-face interpretation and translators to assist with the translation of documents, materials, and assessments for ELL populations. Maintain an electronic directory of trained translators and interpreters in the different target languages to share with the service areas as needed.
- Translate informational and educational materials for students and families, as requested by the OBEWL, a minimum of 10 documents per year.
- Create new language glossaries and update existing glossaries as requested by OBEWL, a minimum of 2 glossaries per year.

- Assist with the translations on ancillary documents related to the Math standards
- Work in collaboration with the OBEWL and the different Language Associations in the State to support and expand the teaching and learning of languages, including Two-Way Bilingual Education programs.
- In coordination with OBEWL staff, the Statewide Language RBERN will assist in the coordination of the Seal of Biliteracy project by organizing participating and supporting District/School participants as they implement their Seal of Biliteracy program
- The Statewide Language RBERN in collaboration with Regional RBERNs, district personnel and community based organizations will organize, oversee, and cover the cost of a one day annual statewide ELL Parent event to provide parents with information on their rights, how to support their children, the New York State school system, including programs and services under CR Part 154 and NCLB Title III, graduation requirements and ELL assessments. A minimum of 1,000 parents will attend, per year, throughout the State. The location of this event will be determined by the Statewide Language RBERN, in consultation with NYSED OBEWL.
- The Statewide Language RBERN Executive Director will attend six (6) two-day RBERN Directors Meetings organized by NYSED. Four (4) meetings will be held in Albany and two (2) meetings will be held in the New York City area per year.
- The Statewide Language RBERN staff members will attend two (2) two-day NYSED organized RBERN All Staff Meetings to be held in Albany per year.
- Develop and maintain a website that includes information and activities relating to the Statewide Language RBERN. Ensure that all information is aligned to the OBEWL website.
- Gather data about the language instruction programs throughout the state and regarding the professional development provided by the Statewide Language RBERN to the schools and districts in NYS.

B3: Puerto Rican/Hispanic Youth Leadership Institute (PR/HYLI)

There are three phases: Phases I, II and III

Phase I: Training at Home Base - Training the Trainer

The contractor will conduct “train the trainer” sessions for approximately 27 delegation trainers. These trainers come from the RBERNs and from the New York City Department of Education. The purpose of the training is to ensure that all activities and assignments (oral or written) provided by the trainers to student participants will be aligned with the Next Generation Learning Standards in English Language Arts and Literacy (http://www.p12.nysed.gov/ciai/common_core_standards/).

The training will consist of an in-depth three (3) day training on the Training Manual at the site of the contractor. The Training Manual provides a complete training program aligned to the Next Generation Learning Standards. The Training Manual has been developed and/or adapted specifically to advance the goals of the PR/HYLI. (see <http://prhyli.org/> for training materials). Training materials which integrate the objectives of the New York State Education Department’s Social Studies Curriculum: *U.S. History and New York State History*, *U.S. History and Government*, and *Participation in Government* were identified and used in the development of the training manual. Videotapes about the legislative process were also used during the training process. The leadership training consists of three phases: Training at Home Base, the PR/HYLI Weekend, and the Post-PR/HYLI Follow-Up.

Trainers will go through activities that they will then share with their students. For example, the training will include an in-depth study of legislative bills. During the training, the participants will carefully read the bills, identify text based evidence to support pros and cons of the bills, and participate in a debate on the bills using text based evidence. This activity will serve the participants as a model of how to study the bills with student delegates and broaden their understanding of how this program supports the CCLS. The training will also incorporate team building, writing, and leadership activities that trainers can then take back to their delegation.

Participant Qualification: Student participants are either juniors or seniors in high school. They are selected based upon evaluation of an application that contains a high school transcript, a short essay, letters of recommendation, and resumes.

Participant Training: The RBERNs and NYCDOE will conduct up to five intensive one-day training sessions annually in preparation for PR/HYLI for approximately 100 high school students from NYC and 100 high school students from outside NYC. The training will be conducted at a site to be determined by the RBERNs and NYCDOE. The trainers will train students in developing their leadership and public speaking skills, and will assist in increasing student understanding of the State's legislative process and parliamentary procedures. High school seniors will be provided additional training on writing a successful scholarship essay for the legislative scholarships. The contractor will work with the RBERNs in arranging bus transportation for student participants and chaperones attending PR/HYLI.

The initial phase of the participant training consists of intensive research, dialogue, discussion, debate, and role-playing at the local site over a period of three to four months prior to the PR/HYLI. Trainees focus on:

- Research
- Identification of local issues
- Understanding of the legislative process
- Study of selected bills
- Preparation of issues paper with recommendations
- Debate of bills using parliamentary procedures

Each student is assigned to a regional delegation based on the school he/she attends and/or the geographic community which he/she represents. This regional training helps students identify and unify with other Puerto Rican/Latino youth through discussion groups or “team building sessions,” to share the important issues facing them.

Student participants receive intensive leadership training skills that include debating, public speaking, research, and essay writing. In addition, students also receive training on parliamentary procedures and the State's legislative process. Moreover, these training sessions include discussion of the bills that the students will debate during the Mock Assembly session.

As an outcome of their home training, the students also prepare statements, recommendations, and/or resolutions about issues of importance to the Latino community, which can be presented at Youth Forum, and/or local community events to a panel of invited legislators and experts in fields such as health and education.

Phase II: PR/HYLI Weekend

Phase II of the project culminates in the student's participation at the three-day PR/HYLI weekend. The students participate in activities of the PR/HYLI which are specifically designed for them. In their team-building sessions, students work together with other student delegates and prepare presentations based on issues affecting them. Students lead discussions, moderate panels, present opening and closing remarks, and in general, run all aspects of the PR/HYLI.

The key activities include:

Saturday: Team-building Activities: Saturday events are traditionally held at a local University in the Albany area and will focus on building a cohesive team among all student delegates participating in the PR/HYLI. These Activities include team-building activities to bring together students from across the state to form a single cohesive group. Students will develop research based and text based presentations on issues that affect the Hispanic/Latino youth in their community and society at large. Students will work together as smaller groups to develop the presentations and will present prior to the closing of Saturday events.

Sunday: Mock Assembly Session: The Mock Assembly Session is convened in the New York State Assembly Chambers. Each member of the Assembly is represented by a student delegate who is also assigned a “student-

counsel” during the deliberation. The students, who have been thoroughly prepared on both the issues and legislative process during Phase I, debate four to five bills that are currently under consideration before the New York State Assembly. Debate arguments are based on research and are text-based supporting the implementation of the Next Generation Learning Standards. Parliamentary procedures are followed throughout the debating process, and the voting results of these lively debates have historically been of great interest to the Assembly members who sponsor the PR/HYLI and beyond.

Student Delegate Recognition Dinner: The students participate and have an opportunity to hear presentations from public officials, and network with legislators, educators and business leaders in a social setting. At the Student Recognition Dinner the participants enjoy dining and networking in a professional atmosphere.

Scholarships: A major aspect of PR/HYLI is the identification and awarding of scholarships to deserving students. Seniors who have applied to college are eligible to apply for the Angelo Del Toro Scholarship Award. Letters of recommendation, a recent HS transcript that evidences the student’s academic achievement and an essay are evaluated in selecting the scholarship recipients. The winners are announced at the Student Delegate Recognition Dinner.

Monday: College & Career Development Workshops: These workshops are traditionally held at the hotel and offer PR/HYLI participants an opportunity to learn about career paths in such areas as the law, education, health, accounting, architecture and engineering. Information about college planning, financial aid, as well as testing and admissions procedures is shared with the youth.

Special Workshops: The PR/HYLI delegates participate in special workshops on topics of interest. The special workshop setting provides the opportunity for the delegates to present their concerns and recommendations about selected issues of importance to the Latino community throughout the State. The format of the special workshops may include a panel of experts in the area under discussion, as well as legislators who have been invited to attend.

Phase III: Post-PR/HYLI Follow-Up

After returning to their schools, trainers continue to work to generate opportunities to develop leadership potential among Puerto Rican and Hispanic youth. There should be a post conference debriefing session organized by the PR/HYLI trainers where participants are able to share their reflections on the success of the program or any aspect of the program. Parents of participants are invited to attend these sessions. All planned activities (i.e., essays, oral and written testimony, etc.) that are required of the student participants should be consistent and conform to the Next Generation Learning Standards as well as the basic objectives of the Race to the Top (RTTT) (<http://usny.nysed.gov/rttt/>) initiatives as applicable.

B4: Bridges

- 1) **Develop a Bridges Native Language Arts (NLA) exemplary unit**, aligned to the SIFE ELA curriculum with all accompanying teacher materials and student resources in Spanish to support the practice of NLA teachers, particularly those in bilingual settings.
- 2) **Develop and build upon professional learning offerings and school support** from prior years to train a new cohort of teachers in professional development and the curricular resources; offer an online Professional Learning Community for returning users to build on their knowledge and skills; and train administrators at the building and district level in smart implementation practices that also create fidelity to the curriculum and ensure increased chances of success in classrooms. Offer coaching and inter-visitation sessions at a lab site where practitioners can see the curriculum in action.

I. GOALS OF NLA CURRICULUM

The goal of creating the NLA sample unit and resources is to work with teachers in a lab site setting in order to:

- 1) assess how current materials are used to support NLA students in Spanish;

- 2) create and build upon those materials to ensure they align with Bridges themes, protocols, methods and design features;
- 3) provide clear guidelines for use and implementation to ensure teacher success;
- 4) provide supplemental student resources that can be used to enrich the NLA student classroom and support student learning;
- 5) document use in pilot classrooms to share with other NLA teachers across schools.

a. NLA Adapted Unit for SIFE

Bridges will partner with a school and design and pilot a unit for NLA teachers who also work with SIFE in bilingual settings. This would include:

- 1 exemplar/sample unit in Spanish for native speakers aligned to Integrated ELA curriculum for SDL
- Examples based on design principles
 - Designed with home language literacy that is higher than their level in English
 - Including work on academic language and thinking in Spanish
 - Utilizing similar themes tailored to SIFE with Developing Literacy

II. GOALS OF PROFESSIONAL DEVELOPMENT

The goal of the professional development is to continue to support teachers in implementing the curriculum as well as becoming expert in key instructional power methods and content strategies. Many teachers who were trained require additional support for implementing the full ELA curriculum.

In addition to a **differentiated two-day Downstate summer institute** to help new teachers and administrators prepare for the school year, there will be a blended learning series offered throughout the year with four in-person sessions and online bridge-to-practice opportunities for each ELA course, Stand-alone ENL and Integrated ELA/ENL, designed to support the new teachers while they apply new learning in the classroom with SIFE.

In addition to the new cohort, Bridges will offer a more **advanced online remote professional learning community**, where participants who have already had a year of Bridges training can participate by engaging in online learning on a specified platform including the sharing of short videos of practice, receiving feedback from Bridges coaches on their practice, and participating in online discussion with peers.

Another goal of professional development is to **build the capacity of RBERN coaches to support the implementation of the curriculum** in schools throughout New York State. They will be included in the teacher sessions and have online learning sessions also designed to address their specific needs.

Offer school support which includes responding inquiries to Bridges, answering initial communication about the program, offering limited remote or in-school site visits with the goal of supporting the initial implementation process and increasing fidelity practices in schools.

Create a **learning lab** that other teachers can visit to observe the curriculum and core practices in action, a Bridges staff member will coach teachers in a selected school lab site, which will include coaching and support such as modeling of lessons, preparing resources and help setting up and implementing the curriculum and classroom appropriate for SIFE, particularly those at third grade home language literacy and below. In addition, during the spring, Bridges staff will provide an online introductory session for new participants to be able to access the website resources online.

Blended Learning Professional Development Series: Downstate Teacher Cohort and WNY Support

Provide training series from September through June specifically designed for teachers. The series will be comprised of a cohort that includes both continuing and new teachers in order to develop a community of support around the Bridges resources and to make use of teachers' own experience of implementation.

This comprehensive training series will include in-person training sessions for the new cohort based on needs assessments conducted in the spring to determine the number of participants. These trainings will take place during September through June, both for Integrated ENL/ELA (Part 1) and Stand-alone ENL, (Part 2).

Differentiated tracks will include the following introductory and advanced trainings:

Introductory Trainings - New Cohort

Audience: New Bridges teachers & RBERN liaisons invited to all sessions

- Stand-alone ENL in-person trainings
- Integrated ENL/ELA in-person trainings
- Online component: Evidence of teacher practice through video for select teachers
- June Institute

Advanced Training - Returning Cohort

Audience: Bridges teachers who have mastered introductory components of curriculum

- Online PLCs (professional learning communities) co-created with participants based on instructional needs using evidence of teacher practice through video

WNY Train-the-trainer Support

- Liaise with a WNY RBERN representative to support implementation in the region

Blended Learning Professional Development Sessions: School and District Administrators

Audience will include administrators, RBERNS, and instructional coaches. The purpose is to provide training on specific aspects of curriculum resources, video, and coaching resources to support school and district leadership facilitation of Bridges curriculum implementation.

School, district, and state administrators will be invited to attend:

- 1–2 in-person sessions targeted to implementation and teacher support
- Online resources to support fidelity to curricular and instructional practices

Bridges Professional Development Summer Institute

Planning and facilitation of a 2-day professional development experience in June for teachers, administrators, and coaches. The sessions will be differentiated for district and school-based personnel new to Bridges implementation and those who have been implementing curriculum and practices already. In addition to providing an orientation to the Bridges ELA Curriculum, the goals of professional development will be to offer:

- An overview of the entire curricula and coaching resources for administrators and coaches or instructional Assistant Principals working with schools
- An overview of the learner, the intake process for SIFE, and programming for SIFE
- Introduction to the Bridges Instructional Framework including:
 - Year-long Targets
 - Language Instruction
 - Reading and Writing
- Overview of Integrated ENL/ELA
 - Planning for Unit 1
- Overview of Stand -alone ENL
 - Start-Up Lessons

Multimedia Resources

Capture more instructional practices and resources online to support practitioners in the implementation process. This includes videos, recorded and live webinars of instructional practices, particularly a more highly produced

video that reflects teachers facilitating experiences for SIFE in writing practices, an area which has been less emphasized in prior instructional videos. In addition to the more informal video clips of the ELA classroom, an option for more informal instructional video clips is to showcase practices in the NLA classroom in Spanish that would record some of the initial pilot work with NLA teachers to adapt their curriculum to Bridges. All of these products would have to be approved by OBEWL before production. In addition to instructional videos and webinars, this also covers engineering website improvements to make the navigation process and downloading of resources more teacher-friendly.

- **Videos**

- The production of one formal Classroom Instructional Video in partnership with the Teaching Channel
 - Suggested topics include either:
 - Working with SIFE in the Writing Process or
 - The Bridges-aligned NLA Classroom
- Shorter, more informal Professional Development videos on key content as well as instructional practices in the classroom to support shifting teacher practice as they work with SIFE

- **Recorded & Live Webinars** to support teacher practice in

- Integrated ENL/ELA curriculum and materials, in both reading and writing
- Effective use of ELA assessments
- Defining fidelity to the Bridges model

- **Website Improvements**

- Updating and integrating the website materials to ensure that resources are accessible for educators
- Improving website navigation
- Integrating a social media or knowledge sharing component
- Technology upgrades

Partnership Professional Development Sessions: RBERNs

Partnership work between RBERN administrators and Bridges staff, where a Bridges team member:

- Joins at specific regional meetings on quarterly basis to inform and support schools
- Hosts an annual orientation for all interested new cohort participants

School Support

Planning and support of a strategic number of implementing schools. It includes a 1–2-day site visit and school walkthrough, designed to support implementation either at the school site or at the lab site for both administrators and teachers. These visits would also include RBERN and district administrators wherever possible as both partners in the walkthrough and as part of their professional training to support schools with Bridges implementation. The goal of such visits, for a small group of schools, would be to:

- Conduct needs assessments or interim assessments of implementation
- Support budget, scheduling, and programming needs
- Observe instruction through protocols to support instructional growth for SIFE with Developing Literacy
- Support teachers in initial implementation of the curriculum
- Support RBERN and district administrators in conducting needs assessment and overall implementation of curriculum

In addition, school support entails remote coaching of teachers for a specified, targeted number of sessions to support and build on implementation at the school.

School support includes the following additional work stream:

- Managing and communicating about inquiries from schools and districts
- Liaising with RBERN representatives about inquiries and events at specific schools in their region
- Supporting the ordering of materials, supplies, and books at specific schools
- Building a new cohort as needed and fielding inquiries

ELA/ENL Lab Site

Develop and maintain a lab site that will serve as a site for professional development; in-depth coaching; and demonstration of model lessons. The lab site will showcase the physical classroom based on the Bridges ELA curriculum and use selected power methods and strategies for instruction. This work will build upon best practices learned at our lab site in 2017–18. At the lab site, Bridges team members will provide:

- Twice monthly on-site individual or teacher team coaching
- Model lessons
- Hosting 1–2 inter-visitations per year for teachers and administrators
- Management and coordination with school staff
- Goal-setting and conferencing with teachers and administrators
- Scheduling and planning with administrators
- Data collection of student work samples and reading data

Attachment C

C1-C4: Program Evaluation

- C1: Clinically-Rich Intensive Teacher Institute (CR-ITI) in BE and ESOL**
C2: Regional Bilingual Education-Resource Networks (RBERNs)
C3: Puerto Rican/Hispanic Youth Leadership Institute (PR/HYLI)
C4: Bridges

C1: Clinically-Rich Intensive Teacher Institute (CR-ITI) in BE and ESOL

The work of the CR-ITI is evaluated based on an analysis of the work plan, the interim and final program evaluation reports or any other required reports as deemed necessary. Five (5) CR-ITIs will be evaluated each year, as chosen by NYSED.

The evaluation will focus on the success of CR-ITI in meeting the expectations set forth in the CR-ITI, including:

- Provision of high quality technical assistance that is based on scientifically-based research and/or best practices;
- Analyzing and reviewing data (i.e. dissemination of materials, recording of informational inquiries, list of participants, identified programs at the IHEs, application forms, staff development activities) produced and collected by CR-ITI staff;
- Working effectively with partners and other technical assistance providers, and evidence of change in identified root causes;
- Working effectively with LEA partner(s) to recruit candidates and to select mentor-teachers to work with candidates;
- Effectiveness of CR-ITI in contributing to the preparation of highly qualified/certified teachers in the areas of BE and ESOL;
- Effectiveness of CR-ITI in providing teachers already accepted in the program with financial incentives to participate in college coursework at IHEs
- Effectiveness of CR-ITI in implementing a program to enhance educational and professional opportunities for graduate students in the fields of BE and ESOL;
- The success of the CR-ITI program in providing effective clinical experiences for teachers; and
- The success of CR-ITI in building educational capacity to ensure that all teachers of ELLs/MLLs reach higher standards of excellence.

C2: Regional Bilingual Education Resource Networks (RBERNs)

This evaluation will focus on the success of the RBERN in meeting the expectations set forth in the RBERN RFP including, but not limited to:

- Provision of high quality technical assistance that is research-based or research-validated, including best practices;
- Building the capacity of schools to continue school reform efforts independently;
- Working effectively with partners and other technical assistance providers in the region; and
- Demonstrating evidence of change in identified root causes.

The evaluator will complete an annual evaluation report for each RBERN based on the completion of the deliverables referenced in Attachments A and B. The report will be submitted directly to NYSED OBEWL. NYSED OBEWL will annually evaluate the work of the individual RBERN technical assistance support centers based on an analysis of the evaluation report provided by the evaluator as well as the following evidence:

- Overarching RBERN criteria;
- Yearly Independent Performance Evaluation;

- Work conducted in selected districts/schools designated as not meeting the needs of ELLs/MLLs;
- Satisfaction survey(s);
- Yearly Regional Action Plan, Annual Report, and Annual Survey;
- RBERN site visits; and
- Attendance and participation of RBERN at statewide/regional monthly meetings.

1 – Overarching RBERN Criteria

The RBERNs will be evaluated based on the following overarching criteria for their work with ELLs/MLLs: (1) Increasing student performance; (2) Reducing Dropout Rates; and (3) Increasing Graduation Rates.

2 – Yearly Individual Performance Evaluation

A performance evaluation instrument for each RBERN staff will be designed to determine whether they meet their individual yearly goals and objectives. This instrument will be developed in collaboration with each RBERN's Principal Investigator/Supervisor and OBEWL.

3 – Work conducted in Districts/Schools

The RBERN will be required to focus and narrow their work down to districts/schools that have been designated as *In Need of Improvement*, based on AYP (ELA and Math) and/or AMAOs (NYSESLAT and AYP). The topic(s), type(s), and frequency of professional development sessions for teachers and administrators as well as the nature and extent of implementation of best classroom practices and/or bilingual programs will be used to evaluate the interaction of the RBERNs with the district/schools.

4 – School and District Customer Satisfaction Survey

An online satisfaction survey will be administered to all districts in each service region and individual schools in New York City to elicit feedback on the interaction each district or school has with the RBERN in its service area and the services provided by the RBERN based on district/school needs regarding the education of ELLs/MLLs.

5 – Yearly Regional Action Plan and Annual Reports

A yearly Regional Action Plan and Annual Report, including an Executive Summary and Data Collection Report, Consolidated State Performance Report (CSPR), and Final Evaluation Report must be submitted in the time periods and format required by OBEWL. Reports may also include other projects as assigned.

6 – RBERN Site Visits

Each year, OBEWL staff will visit each RBERN to conduct the following:

- Review of work plans, proceedings from the Steering Committee, and annual survey results;
 - Evaluate staff work on work to date;
 - Conduct targeted districts/schools visits; and
 - Meet with area administrators and teachers, as needed.
- (The list above is not intended to be an exhaustive list, and the visit may include other activities related to the programs and services provided by the RBERN.)

7 – Attendance and participation of RBERN at Statewide/Regional Monthly Meetings

It is expected that all RBERN Centers meet the above evaluation goals and requirements. Centers that do not meet the required goals and requirements will need to work with OBEWL in order to improve the technical assistance services to the region in which they serve.

C3: Puerto Rican/Hispanic Youth Leadership Institute (PR/HYLI)

An evaluator will be responsible for the development of evaluation surveys and reports. An annual evaluation report must be completed for the PR/HYLI based on the completion of the deliverables outlined in the PR/HYLI RFP. The report will be submitted directly to OBEWL. The OBEWL will annually evaluate the work of the PR/HYLI based on the following:

- Overarching PR/HYLI criteria;
- Yearly Performance Evaluation;
- Satisfaction survey(s) of participants;
- Yearly Action Plan, Annual Program Report, and Annual Survey;
- PR/HYLI regional site visits;
- Attendance and participation of PR/HYLI at bi-monthly Statewide/Regional Meetings in Albany; and
- Youth Forums and or/phone interviews with student delegates, parents and PR/HYLI trainers and chaperones.

1. Overarching PR/HYLI Criteria

The PR/HYLI will be evaluated based on the following overarching criteria for their work with Puerto Rican/Hispanic youth by:

- (1) meeting established participation targets (approximately 200);
- (2) the attendance and participation levels;
- (3) the quality of performance (work produced) by participants;
- (4) the number of participants submitting required essays/issue papers;
- (5) the number of participants successfully completing the Mock Assembly session; and
- (6) the number of participants taking part in college and career development workshops.

These goals will be determined by annual collection and review of data and other information which document participation and achievement of basic objectives supporting the Next Generation Learning Standards and/or the Race to the Top (RTTT) initiatives. A data base will be developed by the contractor to document all participants' achievements (i.e., acceptance to universities and colleges, scholarship winners and other worthy merits received by the student delegates

2 – Individual Performance Evaluation

A performance evaluation instrument for each PR/HYLI participant will be designed to determine whether individual goals and objectives established at the training have been met. This instrument will be developed in collaboration with each PR/HYLI Regional Trainer and OBEWL.

3 – Satisfaction Survey and Other Data Gathering Methods

A satisfaction survey will be administered to all participants in order to elicit feedback on the impact of the program on each participant at the regional level and for the PR/HYLI. Youth forums and/or phone interviews will also be held to elicit feedback from different stakeholders such as student participants, parents, trainers, chaperones and other individuals involved with the PR/HYLI.

4 – Contractor's Yearly Regional Action Plan and Annual Report

The contractor will furnish a yearly Action Plan, an Interim Program Report, an Annual Program Report (including an Executive Summary and Data Collection Report) and a Final Evaluation Report in the time periods and format required by OBEWL.

5 – PR/HYLI Site Visits by OBEWL

Each year, OBEWL staff will visit the PR/HYLI contractor site to conduct the following:

- Review Action Plan and annual survey results

- Evaluate staff work to date
- Meet with program administrators and/or PR/HYLI trainers as needed

OBEWL will annually evaluate the work of PR/HYLI based on an analysis of the interim program reports and annual program reports. This evaluation will focus on the success of PR/HYLI in meeting the expectations set forth in the requirements, including:

- Analyzing and reviewing data (i.e., dissemination of materials, recording of informational inquiries, list of participants, number of students applying to college, and professional development activities).
- Effectiveness of PR/HYLI in implementing a program to enhance the academic achievement and educational opportunities for Hispanic youth.
- The success of PR/HYLI in building educational capacity to ensure that all students reach higher standards of excellence.

C4: Bridges

Evaluation objectives

- Assess fidelity at participating schools.
- Estimate short term student impacts of updated SIFE ELA model, with attribution to program participation (causality):
 - Compare impacts at high vs. low fidelity schools (“factorial design”).
 - Compare impacts at Bridges classes vs. SDL students not in Bridges classes (if possible) (comparison group design).
 - Identify reasons for implementation variations.
- Identify strategies to improve fidelity.

Data collection activities

- Observe classes
- Interview district/school administrators
- Survey teachers
- Interview Development team
- Administer fidelity assessment
- Obtain student demographics
 - Initial MultiLingual Sife (MLS) scores
 - Initial New York State Identification Test for English Language Learners (NYSITELL) scores
 - Home language
 - Time in SIFE classes
- Obtain school demographics
- Collect outcome and explanatory indicators
 - Pre-post IRLA scores
 - Pre-post SEL scores from teachers (sample 3-4 students/class)
 - Attendance rates
 - Chronic absentee rates
 - Drop-out rates
 - VADIR records

Analyses

Compare:

- Pre-post IRLA gains
- Pre-post SEL gains (teacher ratings)
- Attendance rates
- Chronic absentee rates
- Drop-out rates

For...

- Bridges schools with varying fidelity scores (factorial design)
- SDL students in Bridges classes vs. matched students in matched, non-Bridges schools/classes (comparison group design)

Controlling for...

- Initial MLS scores
- Initial NYSITELL scores
- Time in Bridges classes – INT vs. STA
- Structure of Bridges classes (1 language, 1 language dominant, mixed)