

**A SYSTEMWIDE REQUIREMENTS AGREEMENT FOR PROFESSIONAL
DEVELOPMENT SERVICES IN INSTRUCTIONAL TECHNOLOGY**

A **SYSTEMWIDE REQUIREMENTS AGREEMENT**, entered into as of this 11th day of February, 2020, by and between **LEARNING INNOVATION CATALYST, LLC** (the “Contractor”), with principal offices at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (Attention: Jason Green, Co-Founder & Principal, for Section 18 notice requirements) and the **BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK**, (the “Board”), with principal offices at 52 Chambers Street, New York, New York 10007, (Attention: Celine Azoulay-Lewin, Senior Executive Director, Office of Innovation, Division of Instructional and Information Technology for Section 18 notice requirements), on behalf of the Division of Instructional and Information Technology, (the “Office”) for the provision of professional development services in instructional technology.

WITNESSETH

WHEREAS, the Board has a need for professional development services in the use and integration of instructional technology by educators and administrators from pre-kindergarten to the 12th grade; and,

WHEREAS, in order to procure such professional development services, the Board issued a Multiple Task Award Contract Solicitation Serial No. R1077, together with accompanying written Questions and Answers, copies of which Multiple Task Award Contract and Questions and Answers are collectively attached hereto as **Attachment A** and incorporated herein as “MTAC Solicitation”; and,

WHEREAS, the Board thereafter received a proposal from the Contractor herein, and upon review, the Contractor’s proposal was deemed qualified and responsive to the MTAC Solicitation; and,

WHEREAS, the Board, pursuant to a request for authorization approved by the Chancellor, a copy of which authorization is attached hereto as **Attachment B** and incorporated herein as “Request For Authorization”, agrees to enter into an agreement (the “Agreement”) with the Contractor to provide the within described professional development services, in an estimated annual amount of **THIRTY THOUSAND DOLLARS (\$30,000.00)** for the provision of **Component(s) 1** services; and,

WHEREAS, the Contractor represents that it is ready, willing and able to perform the services as described herein;

NOW, THEREFORE, the parties hereto mutually agree as follows:

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1. TERM OF THE AGREEMENT

A. The term of this Agreement shall be for five (5) years commencing on April 1, 2020 and shall extend through and terminate on March 31, 2025 (the “Term”), unless sooner terminated as provided herein.

B. This Agreement may be terminated for any reason at any time upon thirty (30) days prior written notice from the Chancellor or their designee(s) (the “Chancellor”). No claim for damages will be made by or allowed to the Contractor because of said termination. The Contractor will be entitled to payment for any work satisfactorily completed, pursuant to this Agreement, prior to said termination date.

2. SERVICES

A. “Services” shall describe collectively all professional, supervisory, administrative, educational, training, advisory, and other activities, and shall include all supplies, materials, and facilities the Contractor furnishes to teachers, administrators, students, parents and / or schools (the “Participants”) as the Board, acting through the Office, schools, Field Support Centers (FSCs) (or their successors) or central offices (the “Users”) may, from time to time, request of the Contractor pursuant to a purchase order. The Contractor shall perform the Services under the general supervision of the Chancellor. The Contractor shall provide all the Services expressed herein and in the Board-approved Contractor’s proposal, as such proposal may have been negotiated and modified by the parties, a copy of which final proposal is attached hereto as **Attachment C** and incorporated herein as “Proposal.” As pertaining to **Attachment C**, any words of aspiration (such as, but not limited to, “ideally,” “hoped,” or “hopefully”) and expectation (such as, but not limited to, “expected,” “anticipated” and/or “if available”) are hereby deemed to be the Contractor’s binding commitment. Furthermore, any other language or provision(s) in any of the Attachments to the contrary notwithstanding, the following terms, conditions and specifications will govern the Contractor’s performance of the Services. All Services provided by the Contractor must be for a secular, neutral and non-ideological purpose.

B. All Services valued at Twenty-Five Thousand Dollars (\$25,000) or less may be provided at the direct request of the Office, schools, FSCs or central offices without further competition. Services valued over the amount of Twenty-Five Thousand Dollars (\$25,000) shall be subject to the Multiple Task Award Contract process, a copy of which is annexed hereto and made a part hereof as Attachment D and incorporated herein as “MTAC Process”. Under the MTAC selection process the Contractor shall submit their detailed mini bid responses online through the MTAC tool. The Contractor’s proposal to provide Services which is selected through the MTAC process, shall be consistent with the Contractor’s Approved Proposal (**Attachment C**), including the unit pricing set forth in the Contractor’s Budget Detail, which is annexed hereto and made a part hereof as **Attachment E**, unless a lesser pricing cost is agreed upon by the Contractor and the Board under the process described in **Attachment D**. Services purchased under Twenty-Five Thousand Dollars (\$25,000) and not requested through the MTAC Process are subject to the

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Work Order process set forth in paragraph 2(C). All Services regardless of how they are ordered are subject to the purchase order process set forth in paragraph 2(D).

C. For Services purchased under Twenty-Five Thousand Dollars (\$25,000) or less, upon the request of the Office, schools, FSC or central offices, and after consultation with the Contractor as to which Services in the Approved Proposal shall be purchased, the Contractor shall prepare a work order (the “Work Order”) outlining the Services that it will provide to the Office, schools, FSC or central offices and the manner in which they will be provided consistent with the Contractor’s Approved Proposal (Attachment C), as well as the unit prices for providing said Services as set forth in the Budget Detail (Attachment E).

D. Upon its review and approval of the Services purchased subject to the Work Order process set forth in paragraph 2B, or through the MTAC selection process, the Office, schools, FSC or central offices will encumber and issue a purchase order (the “Purchase Order”) to the Contractor for the purchase of the Services described in the Purchase Order. The approved Purchase Order shall be binding on the Contractor. In the event of a conflict between the Purchase Order, and this Agreement, this Agreement shall take precedence. The Contractor shall not provide any Services without the required approval and an encumbered Purchase Order.

E. During the entire Term of this Agreement, the Contractor shall provide and coordinate such staff development workshops, programs and activities as it has described in its Approved Proposal (**Attachment C**) to teachers, administrators, and staff members (the “Participants”) as described herein as the Board, acting through the Office, schools, FSCs (or their successors) or central offices may, from time to time, request of the Contractor pursuant to a purchase order. The Services shall (if appropriately checked) include at least one of the following as more fully described in the MTAC Solicitation:

 X **COMPONENT 1 – PROFESSIONAL DEVELOPMENT WORKSHOPS**
Contractor shall provide workshops that will enable and extend teachers’ and administrators’ ability to effectively and appropriately use computer, telecommunication, internet and related technologies in the instructional program.

_____ **COMPONENT 2 – PROFESSIONAL DEVELOPMENT THROUGH CURRICULUM ENRICHMENT**
Contractor shall provide teachers, administrators and staff members with the relevant resources and learning opportunities to identify, use and evaluate appropriate technologies to enhance and support the school’s curriculum.

_____ **COMPONENT 3 – PROFESSIONAL DEVELOPMENT THROUGH MENTORING PROGRAMS**
Contractor shall provide mentoring services for general classroom teachers or subject area teachers to independently improve and expand the instructional use of computer technology through a protégé and mentor model.

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F. The Contractor shall perform all of the Services in a professional and timely manner to the reasonable satisfaction of the Chancellor. The Contractor shall ensure that all professional development services are provided by certified and/or licensed professionals.

G. The Contractor shall furnish all supplies, equipment and materials for the Contractor's personnel to perform the Services effectively and satisfactorily. At no additional cost to the Board, the Contractor shall provide Participants with all necessary and appropriate materials to complete successfully the Services.

H. Contractor's Services must operate in the context of the Board's current network architecture. Most nodes in the Board's network have a single T1 line supporting data, including Internet access. Applications that require a large fraction of this bandwidth will not be feasible. Users with both PCs and Macs should be able to lead and participate in on-line and off-line. Other than a microphone and speakers, no additional computer hardware should be required by participants.

I. Participation in the on-line sessions should be password protected. Any Participant with access to the Internet should be able to participate when provided with an appropriate password.

J. The Contractor and its subcontractors shall provide the Services only to those Participants under this Agreement. The Contractor may not reject any Participant so assigned without the Board's prior approval.

K. For each group of Participants it serves, the Contractor shall establish and maintain a separate "Participant File." Each of the Services provided to, for, or with reference to each Participant shall be noted in the Participant File, with, as a minimum, the dates, times, attendance (with specific notations of each class member's attendance), and a summary of events. From time to time, the Chancellor may require that additional types of entries be made into the Participant Files.

L. The Contractor shall cooperate with the Board in the Board's administration and evaluation of the Contractor's Services. Such cooperation shall require the Contractor to make available all reasonably requested data related to the Contractor's implementation of the Services and outcome related to the Contractor's success in meeting the Contractor's program goals. The Contractor shall allow the Chancellor to visit and observe any courses, exhibitions, performances, workshops and so forth, to interview the Participants on-site and to distribute on-site such questionnaires and other materials as the Chancellor shall determine are necessary and/or advisable for the administration and evaluation of the Contractor's training courses and overall program.

M. Training sessions may be cancelled or rescheduled by the Board upon seventy-two (72) hours advance notice to the Contractor without penalty or charge to the Board.

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N. In the performance of any and all of the Services, the Contractor shall provide equal opportunity to all qualified persons, and shall not discriminate because of race, creed, color, sex, age, national origin, disability, marital status, sexual orientation, religion or political beliefs or affiliations.

O. This is a nonexclusive system-wide requirements agreement for the procurement of such professional development Services and/or direct Services as may be required by the Board, acting through the Office, schools, regional offices (or their successors) or central offices. This Agreement shall be effective upon the issuance of a purchase order for Services described herein. The Board shall not be limited to the procurement of any minimum or maximum amount of Services from the Contractor, *except* as to such limitations as the Contractor may have stated in its Proposal.

P. In the event that the Contractor is unable to provide Services because it has reached its maximum organizational capacity, the Contractor shall write a letter to the Senior Executive Director of the Division of Contracts and Purchasing (the “Senior Executive Director of DCP”) stating same. The Contractor shall not accept any additional purchase orders from the Board under this Agreement until the Contractor has written a letter advising the Senior Executive Director of DCP that it has increased its organizational capacity and can resume providing Services to additional schools, and the Senior Executive Director of DCP has reviewed and approved the Contractor’s continuation of Services.

Moreover, the Contractor shall respond to all Requests for Proposals under this MTAC Solicitation unless (i) the Contractor has sent a letter to the Senior Executive Director of DCP as described above (indicating it has reached its maximum organizational capacity) or (ii) the Contractor has sent a letter to the Senior Executive Director of DCP indicating an inability to fulfill a particular large service request within 2 business days of receipt of the service request. Notwithstanding anything to the contrary, Contractor may not refuse Service requests for \$25,000 or less under any circumstance without prior written approval from the Senior Executive Director of DCP.

3. COST OF THE PROGRAM; PAYMENT

A. If the Contractor provides the Services described in **Section 2** of this Agreement and in the Approved Proposal in compliance with the terms, conditions and specifications of this Agreement, the Board will pay the Contractor such unit prices as the Contractor has specified in the Budget Detail, contingent on evidence of satisfactory delivery of Services as ordered by the Board and subject to the continued availability of funds. The Board shall pay said unit prices unless the Contractor has established a lesser unit cost which is different from that specified in the Budget Detail. A copy of said Budget Detail is annexed hereto and made a part hereof as **Attachment E**.

B. The Contractor shall submit detailed itemized invoices to the Office, schools, regional offices (or their successors) or central offices that requested the provision of Services pursuant to

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a purchase order after the Contractor has completed its provision of said Services. The Board will not approve any invoice until all Services and reports previously requested shall have been received. Any provision in this Agreement notwithstanding, the Board shall only make payment for Services provided and only upon submission of substantiated invoices in a form satisfactory to the Board. The invoices submitted for payment must bear the certification of the Chancellor that all of the Services for which payment is demanded have been performed in a satisfactory manner.

C. The maximum amount payable on an invoice shall be limited to the numbers of units of Services provided by the Contractor to the Board multiplied by the unit cost.

D. This Agreement and all consideration hereunder are subject to audit (pre; post and throughout the Term) by the Board, the Comptroller of the City of New York (the "Comptroller") and any designee of the Board or the Comptroller. No audit by the Board shall be binding upon the Comptroller. The Contractor agrees to cooperate fully in any such audit, and understands that any failure to so cooperate may be considered a breach of contract and result in the withholding of payment or termination of this Agreement.

E. All modifications to the Contractor's budget must be approved by the Chancellor in writing prior to the Contractor spending funds for such modified purposes

F. No Fee Charging. The Contractor shall not charge fees to, nor seek any payment and/or compensation of any kind whatsoever from, the Participants for the Services that the Contractor provides under this Agreement. The same shall apply to the Contractor's employees, consultants and subcontractors, if any.

G. Throughout the Term of this Agreement, the Contractor shall maintain an accurate running total of the dollar amounts of any and all orders for Services and materials furnished under this Agreement. Upon request, the Contractor shall provide written notification to the board of the total dollar amount of orders received by the Contractor as of the date of each such request.

H. The Board and the Contractor do hereby agree that, pursuant to the Request for Authorization (**Attachment B**), the Services that are required to be furnished under this Agreement cannot be ordered without prior encumbrance of funds up to the amount of Services so ordered.

I. Billing of all charges shall be in accordance with the price quotations expressly specified in the Budget Detail (**Attachment E**), unless the Contractor has established a lesser unit cost which is different from that specified in the Budget Detail.

(1) The Board shall allow 2 price adjustments during the term of this agreement. This will apply only to prices outlined in the Budget Detail (**Attachment E**), attached to

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this contract. The Contractor may submit price adjustment requests two (2) years and four (4) years from the commencement date of this agreement, the beginning of the contract term. These price adjustments must be calculated in accordance with the Federal Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U). For the adjustment at the 2 year marker, the Contractor shall take the average CPI-U for the 24 months since the commencement of this agreement and apply this average CPI-U to the pricing offered in the Budget Detail (**Attachment E**). For the adjustment at the 4 year marker, the Contractor shall take the average CPI-U for months 25-48 during the term of this agreement and apply this average CPI-U to the pricing offered in the Budget Detail (**Attachment E** - as adjusted at the 2 year marker, if applicable). All price adjustment requests must be submitted to the Division of Contracts and Purchasing (Attn: Chief Administrator, School Based Procurements) no later than 30 days from the 2 year and 4 year price adjustment markers.

(2) If at any time during the Term of this Agreement, the prices of any one or more aspects of the Services shall be reduced by the Contractor to a level below the prices specified herein, the Board shall be entitled to such reduced prices as of the effective date of each such reduction or series of reductions. The Contractor shall provide the Board with written notification of such reductions and, upon receipt of such notice; this Agreement (specifically the Budget Detail (**Attachment E**) shall be deemed amended to reflect such price reductions retroactively to the effective date of the reductions. The Board and the Contractor agree that any such amendment of this Agreement for purposes of price reductions shall be deemed to have occurred automatically without the necessity of any further action by either or both of the parties upon receipt by the Board of the Contractor's written notices to such effect, all else in the Attachments to the contrary notwithstanding.

(3) If the Board shall pay for any aspect of the Services at previously higher prices after the effective date of price reductions via inadvertence or otherwise, the Board shall be entitled to a refund from the Contractor of the differences between the previously higher prices and the reduced prices. Whether discovered by the Board or the Contractor, the Contractor shall promptly return and/or refund to the Board the said differences. Whereupon if the Contractor discovers any such differences, the Contractor shall give prompt written notice to the Board. At its option, the Board may choose to recover the said differences via deductions from any other payments that are or may become due to the Contractor under this Agreement. The Contractor's obligation to return and/or refund any such differences shall be and remain an obligation of the Contractor and his/its heirs, executors, administrators, trustees, successors and/or assigns, jointly and/or severally, which obligation shall survive the termination of this Agreement.

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4. GUARANTEE OF PERSONAL SERVICES

A. During the entire Term of this Agreement, the Contractor shall provide the direct, personal services of those Project Managers and Key Personnel named and/or described in the Approved Proposal (**Attachment C**) and such managerial and staff employees, consultants and subcontractors as are necessary to fulfill all the terms and conditions of this Agreement (“Contractor Personnel”). The Contractor shall be responsible to ensure that all Contractor Personnel comply with all of the terms, conditions and specifications of this Agreement. The Contractor is hereby prohibited from using anyone or any group of persons in substitution of the Project Managers and Key Personnel without prior, written authorization from the Chancellor.

B. Whereupon the Board shall find that any Project Managers and Key Personnel shall have violated any provision of this Agreement or shall have rendered unsatisfactory performance of his/her duties under this Agreement, the Contractor must comply with all instructions for removal and/or replacement of the affected individuals. In a case of removal from contractual service of given individuals, the Contractor is prohibited permanently to utilize the affected individuals on any portion of any work to be performed under this Agreement unless otherwise agreed to in writing by the Chancellor.

**5. USE OF BOARD PREMISES; NO OTHER GAINFUL
EMPLOYMENT WHILE IN CONTRACT SERVICE**

The Contractor shall restrict its use of Board premises, space, facilities, personnel, services, equipment, materials, *etc.*, to its performance of the Services under this Agreement. The Contractor shall not cause or allow the conduct of any other business, except for the Services and other matters connected with this Agreement, on Board property or with Board facilities, personnel, services, equipment, materials and so forth. The preceding two (2) sentences shall apply with equal force and effect to the Contractor’s employees, agents, consultants and subcontractors, if any.

6. OWNERSHIP OR RELATIONAL CHANGES

Subsequent to execution of this Agreement, the Contractor shall be obligated to notify the Chancellor in writing within ten (10) calendar days in the event of a change in any of the following: **(A)** beneficial owners (including, without limitation, parent and over-parent entities), limited or general partners, silent or apparent partners, major shareholders (more than five percent stock ownership), elected or appointed officials, officers and/or directors of the Contractor; **(B)** subsidiary and/or affiliated entities that are directly or indirectly involved in the performance of this Agreement; **(C)** transfer payees or payment assignees; and **(D)** any relationship that might involve or create a conflict of interest.

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7. INSURANCE

- A. Duty to Maintain Insurance. The Contractor shall not commence performing services under this Agreement unless all insurance required by this Agreement is in effect. The Contractor shall ensure continuous insurance coverage in the manner, form, and limits required by this Agreement.
- B. Types of Insurance Required. The Contractor shall maintain the following types of insurance indicated below. Where this Agreement requires that insurance be “at least as broad as” a specified form (including forms issued by the Insurance Services Office (ISO)), there is no obligation that the form itself be used, provided that the alternative form contained in its policy provides coverage at least as broad as the specified form.
- (1) *Commercial General Liability Insurance.* The Contractor shall maintain Commercial General Liability Insurance (“CGL”) covering claims for property damage and bodily injury, including death, and personal and advertising injury that may arise from any of the operations under this Agreement. Such CGL must:
- a. be in the amount of at least **one million dollars (\$1,000,000)** per occurrence for bodily injury, including death, and property damage and at least **two million dollars (\$2,000,000)** in the aggregate, unless this is a construction contract and higher limits are required by the Department of Buildings pursuant to 1 RCNY section 101-08, in which case the limits of CGL must meet or exceed those limits required by the Department of Buildings.
 - b. provide coverage for personal and advertising injury in the amount of at least **one million dollars (\$1,000,000)** unless waived in writing by the Chancellor.
 - c. provide coverage that is at least as broad as the coverage provided by the latest edition of ISO Form CG 00 01.
 - d. be “occurrence” based rather than “claims made.”
 - e. list the “the Board of Education of the City School District of the City of New York and the City of New York, including their respective officials and employees” as additional insureds with coverage at least as broad as the latest edition of ISO Form CG 20 10 or ISO Form CG 20 26.
 - f. not include an exclusion that is not included in the latest edition of ISO Form CG 00 01, unless such exclusion is approved in writing by the Board.
- (2) *Workers’ Compensation Insurance, Employers’ Liability Insurance, and Disability Benefits Insurance.* The Contractor shall provide, and shall cause its subcontractors to provide, Workers’ Compensation Insurance, Employers’ Liability Insurance, and Disability Benefits Insurance in accordance with the

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Laws of the State of New York on behalf of all employees providing services under this Agreement.

- (3) *Commercial Automobile Liability Insurance.* If vehicles are used in the provision of services under this Agreement, the Contractor shall provide Commercial Automobile Liability Insurance in a combined single limit of at least **one million dollars (\$1,000,000)** for each accident for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the latest edition of ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the Commercial Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement ISO Form CA 99 48) and MCS-90.
- (4) *Professional Liability Insurance.* Unless waived in writing by the Chancellor, if the Contractor is providing professional services under this Agreement, for which Professional Liability Insurance is commercially available, the Contractor shall maintain Professional Liability Insurance appropriate to the type(s) of such services in the amount of at least **one million dollars (\$1,000,000)** per claim.
 - a. Unless waived in writing by the Chancellor, the Contractor shall cause its subcontractors that provide professional services under this Agreement for which Professional Liability Insurance is commercially available to maintain Professional Liability Insurance appropriate to the type(s) of such services in the amount of at least **one million dollars (\$1,000,000)** per claim.
 - b. The Board will accept occurrence or claims-made policies for Professional Liability Insurance. Claims-made policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

C. General Requirements for Insurance.

- (1) *Insurance Policy Deductibles, Self-Insured Retentions, and Self-Insurance Programs.* Any deductibles or retentions in excess of **five thousand dollars (\$5,000)** shall be disclosed by the Contractor and shall be subject to advance written approval by the Chancellor. Any deductible or retention amounts elected by the Contractor and/or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor. The Contractor shall be permitted to provide

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insurance of any type required under this Agreement by means of a self-insurance program (or make use of any self-insured retention)¹ *only* in the event (a) such program provides the Board and the City of New York (the “City”), including their respective officials and employees, with all rights that would be provided by traditional insurance required by this Agreement including, but not limited to, the defense obligations that insurers are required to undertake in liability policies, and (b) such self-insurance program is approved in advance by the Chancellor. If the Contractor desires to provide any such insurance by means of a self-insurance program, the Contractor shall submit a statement satisfactory to the Chancellor, signed by a party authorized to bind the Contractor and acknowledged by a notary public, by which the Contractor (i) affirms that such self-insurance program provides at least the same level of coverage as required by this Agreement, (ii) agrees to assume responsibility for satisfying all obligations of the self-insurance program if such program for any reason fails to do so, and (iii) provides the Board with the name and address of the office or official of its self-insurance program who is responsible for satisfying the self-insurance obligations. The foregoing requirements for advance approval include, but are not limited to, the Contractor’s formation of, and/or participation in, any other alternative risk management arrangement(s) as a substitute for a traditional insurance policy(ies). In addition, the Contractor must provide the Board’s Contract Manager with a written set of detailed rules and procedures for the Board and/or the City to file a claim(s) and to obtain coverage under any risk retention fund(s) and/or any other alternative risk management arrangement(s) including, but not limited to, any required claim form(s), contact information, and any information required to be submitted with a claim(s). The Contractor’s rules and procedures for submitting a claim(s) and obtaining coverage under any risk retention fund(s) and/or any other alternative risk management arrangement(s) shall be subject to approval by the Chancellor. Approval of any proposed self-insurance program, other alternative risk management arrangement(s) and the rules and procedures for submitting a claim(s) and obtaining coverage is at the sole discretion of the Board. As determined by the Chancellor, any unreasonable failure and/or refusal by the Contractor and/or its agent(s) to accept and process a claim(s) from the Board, the City and/or their agent(s) and/or any unreasonable disclaimer(s) of coverage by the Contractor and/or its agent(s) shall entitle the Board to deduct from any compensation due and owing to the Contractor the amounts, as determined by the Board and/or the City, of any and all resulting losses, damages, expenses (including, but not limited to, reasonable attorney fees), claims, demands, judgments, suits, allegations, liabilities, settlements and/or other costs that the Board and/or the City, including their respective officials and employees, shall incur regarding any affected claim(s) and/or denial of coverage. The foregoing provisions shall apply equally to any subcontractor(s).

¹ Included here are any combinations, limited partnerships, joint ventures, and/or any other combined activities in which the Contractor and/or any subcontractor(s) may participate.

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- (2) All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A-, or a similar rating by any other nationally recognized statistical rating organization acceptable to the City Corporation Counsel, unless prior written approval is obtained from the City Corporation Counsel.
- (3) The Contractor shall be solely responsible for the payment of all premiums for all required insurance.
- (4) The Board and the City's limits of coverage for all types of insurance required in this Agreement shall be the greater of (i) the minimum limits set forth herein or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.
- (5) Policies of insurance provided pursuant to this Agreement shall be primary and non-contributing to any insurance or self-insurance maintained by the Board and the City.
- (6) The Contractor may satisfy its insurance obligations under this Agreement through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

D. Proof of Insurance.

- (1) For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) days of award of this Agreement. ACORD forms are not acceptable proof of such insurance.
 - a. Form C-105.2, Certificate of Workers' Compensation Insurance;
 - b. Form U-26.3, State Insurance Fund Certificate of Workers' Compensation Insurance;
 - c. Form SI-12, Certificate of Workers' Compensation Self-Insurance;
 - d. Form GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance;
 - e. Form DB-120.1, Certificate of Disability Benefits Insurance;
 - f. Form DB-155, Certificate of Disability Benefits Self-Insurance;
 - g. Form CE-200 – Affidavit of Exemption;

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- h. Equivalent or successor forms authorized by the New York State Workers' Compensation Board; or
 - i. Other proof of insurance in a form acceptable to the Board.
 - (2) For each type of insurance required by this Agreement except for Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall submit within ten (10) days of award of this Agreement or such other time as may be specified by the Chancellor:
 - a. A Certificate of Insurance on a form acceptable to the Chancellor, a duly executed Certification of Insurance Broker or Agent (in the form available at http://schools.nyc.gov/NR/ronlyres/4E80E068-C2D3-435F-9F14-C17BBC80F479/184302/NYCBoardofEducationForm_FINAL_62515.pdf), and the endorsement or policy provision containing the required coverage as an additional insured.
 - i. If the Certificate of Insurance form contains a space to indicate the "certificate holder," such space shall list: The Board of Education of the City School District of the City of New York, 52 Chambers Street, New York, New York 10007.
 - ii. The Certificate of Insurance form(s) evidencing CGL shall state: "The Board of Education of the City of the City School District of the City of New York and the City of New York, including their respective officials and employees are additional insureds" or similar language acceptable to the Chancellor.
- OR-
- b. A copy of the complete insurance policy(ies) as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time the Contractor shall submit a certified copy of the policy.
- (3) The Contractor shall submit documentation confirming renewals of insurance to the Board prior to the expiration date of coverage of policies required under this Agreement. Such documentation shall comply with the requirements concerning proof of insurance in paragraphs (1) and (2) above.
- (4) The Contractor shall provide the Board and/or the City with a copy of any policy of insurance required by this Agreement upon the demand for such policy by the Chancellor, or the Chancellor's Designee, or the City Corporation Counsel.

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- (5) Acceptance by the Chancellor of proof of insurance does not excuse the Contractor from maintaining policies consistent with all provisions of this Agreement (and ensuring that subcontractors maintain policies that are required under this Agreement) or from any liability arising from its failure to do so.
- (6) In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Agreement shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Board of Education, 52 Chambers Street, New York, New York 10007, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

E. Miscellaneous.

- (1) Whenever notice of loss, damage, occurrence, accident, claim or suit is required under any insurance policy maintained in accordance with this Agreement that is required to include the Board and the City as an additional insured and/or loss payee, the Contractor shall provide the insurer with timely notice thereof on behalf of the Board and the City, including their respective officials and employees. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the Board of Education of the City School District of the City of New York and the City of New York, including their respective officials and employees as Additional Insured" and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007 and the Board of Education Law Department at 52 Chambers Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the Board and the City, including their respective officials and employees, for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the Board and/or the City, including their respective officials and employees.
- (2) In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Agreement, the Contractor shall at all times fully cooperate with the Board and the City with regard to such potential or actual claim.

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- (3) The Contractor's failure to maintain any of the insurance required by this Agreement shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the Board or the City at any time.
- (4) Insurance coverage in the minimum amounts required in this Agreement shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the Board and/or the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or law.
- (5) Apart from damages or losses covered by Workers' Compensation Insurance, Employers' Liability Insurance, Disability Benefits Insurance, Commercial Automobile Liability Insurance, and Professional Liability Insurance, the Contractor waives all rights against the Board and the City, including their respective officials and employees, for any damages or losses that are covered under any insurance required under this Agreement (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.
- (6) If the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also list the Board and the City, including their respective officials and employees, as an additional insured. For CGL, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

8. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Board and the City, including their respective officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the Board, the City, or their respective officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with law or any of the requirements of this Agreement. Insofar as the facts or law relating to any of the foregoing would preclude the Board, the City, or their respective officials or employees from being completely indemnified by the Contractor, the Board, the City, and their respective officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by law.

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- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Board and the City, including their respective officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which the Board, the City, or their respective officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, contractors, or subcontractors in the performance of this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Board, the City, and their respective officials and employees regardless of whether or not the alleged infringement, violation, or unauthorized use arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or law relating to any of the foregoing would preclude the Board, the City, and their respective officials and employees from being completely indemnified by the Contractor, the Board, the City, and their respective officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by law.
- C. The Contractor's obligation to indemnify, defend and hold harmless the Board, the City, and their respective officials and employees shall neither be (i) limited in any way by the Contractor's obligations to obtain and maintain insurance under this Contract, nor (ii) adversely affected by any failure on the part of the Board, the City, or their respective officials or employees to avail themselves of the benefits of such insurance.

9. NON-LIABILITY OF THE BOARD

A. The relationship of the Contractor to the Board shall be that of independent contractor. The Contractor and its employees, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the Board or City of New York, that it will not make any claim, demand or applications to or for any right or privilege applicable to an officer or employee of the Board or City of New York including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credits.

B. All personnel of the Contractor shall be within the employ of the Contractor only, which alone shall be responsible for their work, the direction thereof, and their compensation. Nothing in this Agreement shall impose any liability or duty on the Board or the City of New York for the acts, omissions, liabilities, or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, worker's compensation, disability benefits, social security, or, except as specifically provided in this Agreement, to any person,

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firm or corporation. Without limiting the foregoing, neither the Board nor the City of New York shall be liable for any payment made or any obligation incurred in connection with the discharge of any employee by the Contractor.

C. The Contractor shall be solely responsible for all injuries or death to its agents, servants, or employees or to any other person, or damage to any property sustained during its operations and work on the project under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants or independent contractors.

10. PUBLICITY

The Contractor shall not advertise outside of the Board via flyer, newsletter, newspaper advertisement, electronic mail, or in any other manner, under this Agreement, unless the Chancellor has approved the publicity and the language contained within said publicity. The Contractor may not represent or imply that the Services provided under this Agreement have been approved or authorized by the Board.

11. CONFLICTS OF INTEREST

The **Chancellor's Regulation on Conflicts of Interest C-110** is hereby incorporated by this reference into the Agreement as if set forth herein in its entirety. The Contractor shall not engage teachers or other Board personnel on a compensation basis to provide or assist with the provision of Services without the prior approval or authorization of the Board.

12. OWNERSHIP OF DOCUMENTS AND MATERIALS

Any and all reports, evaluation documents, work papers, notes, correspondence, visual and/or sound recordings, materials and plans and any and all other forms of documentation that the Contractor is required to furnish to the Board shall be and remain the exclusive property of the Board. Upon the Board's request, the Contractor shall deliver any and all such materials to the Board. Any documents or materials created by the Contractor prior to this Agreement (and not pursuant to another agreement between the Board and Contractor) shall be and remain the property of the Contractor. The Board may use those materials delivered to the Board and Board Participants pursuant to this Agreement.

13. CONFIDENTIALITY

A. In the course of the Services under this Agreement, the Contractor may have access to certain of the Board's and the Board's students' Confidential Information as defined in paragraph (C) herein. Without the Board's written consent, the Contractor shall not disclose or disseminate any Confidential Information unless required by law or court order. The Contractor shall use such Confidential Information only for the purposes for which it was provided by the

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Board. The Contractor shall advise its employees and agents with access to the Confidential Information of its confidentiality.

B. The Contractor and all Contractor Personnel shall adhere in every respect to the law, Board policy and the Chancellor's regulations concerning confidentiality of student records. The Chancellor's Regulations A-820 governing access to and the disclosure of information contained in student records are incorporated into this Agreement by this reference. The Contractor shall submit to the Board any and all information and data that the Contractor and Contractor Personnel collect pursuant to this Agreement unless otherwise prohibited by law.

C. "Confidential Information" means: (i) any personally identifiable information related to Board students, student families or guardians, teachers, staff, agents and/or volunteers; (ii) any information marked "confidential" or any other information that a reasonable person under similar circumstances would consider to be confidential or proprietary at the time of disclosure, notwithstanding a failure to make it or identify it as such; and (iii) all derived information, findings, analysis, data, reports or other information learned or developed and based thereon; whether in oral, written, graphic, or machine-readable form. Confidential Information of the Board includes, but is not limited to, names, addresses, contact information, school, school district, grades or other reviews, scores, analysis or evaluations, records, correspondence, activities or associations, financial information, social security numbers or other identifying numbers or codes, date of birth or age, gender, religion, sexual preference, national origin, socio-economic status (including free/reduced lunch status), race, ethnicity, special education status, or English Language Learner status. The Board may provide the Contractor with certain Confidential Information as necessary solely for the Contractor to provide services to those Participants enrolled in the program that the Contractor is responsible for providing Services to, including Participant students' grades, transcripts, attendance data, and school schedule.

D. Contractor agrees to:

(i) Hold the Confidential Information of the Board in strict confidence and not to disclose Confidential Information of the Board to any third parties nor make use of such Confidential Information for its own benefit or for the benefit of another, or for any use other than the purpose of this Agreement.

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(ii) Only disclose the Confidential Information of the Board to its employees or agents who need to know the Confidential Information of the Board, and in those instances, only to the extent justifiable by that need, and ensure that all such entities and personnel comply with the terms of this Agreement.

(iii) Hold all individually identifiable information obtained, learned or developed by Contractor confidential pursuant to applicable provisions of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and any applicable regulations promulgated thereunder. Contractor understands that the release of confidential information to persons or agencies not authorized to receive such information is a violation of US federal law.

(iv) Whenever required by Board and upon termination of this Agreement, Contractor shall promptly surrender (or destroy at the direction of the Board if surrender is not practicable) all Confidential Information of the Board and all media containing same, including any analyses or other documents prepared by the Contractor which reflect Confidential Information, to the Board and certify, in writing, that all of the foregoing materials have been surrendered or destroyed in accordance with this Agreement.

E. Unauthorized disclosure of Confidential Information by the Contractor, its Contractor Personnel and agents may result in civil and/or criminal penalties under New York State and Federal laws. Moreover, in addition to all other remedies that Board may have, the Board shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of confidentiality.

14. WHISTLEBLOWER PROTECTION

A. The Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, Executive Director of DCP, or the Chancellor.

B. If any of the Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of the previous paragraph, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

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C. The Contractor shall post a notice provided by the City (Attachment I) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:

(1) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and

(2) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.

D. For the purposes of this Whistleblower Protection provision, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

E. This Whistleblower Protection provision is applicable to all of Contractor’s subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this Whistleblower Protection provision in all subcontracts with a value in excess of \$100,000.

F. This Whistleblower Protection provision is not applicable to this Agreement if it is valued at \$100,000 or less. Paragraphs (A), (B), (D), and (E) are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency. Paragraph (C) is neither applicable to this Agreement if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

15. SECURITY CLEARANCE

I. Definitions.

A. **Designated Security Clearance Office** shall mean the Board’s Office of Personnel Investigations or any other division/office/unit designated by the Chancellor to carry out, in whole or in part, the Board’s Security Clearance Procedures.

B. **Personnel Eligibility Tracking System (PETS)** shall mean the Board’s online database available at <https://www.nycenet.edu/Offices/DHR/pets/Login.aspx?ReturnUrl=%2foffices%2fdhr%2fp>

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ETS that allows the Contractor to enter Staff information into an electronic roster (the “Roster”) in order to monitor the fingerprinting status of each Staff member. The term “PETS” shall also include any subsequent or alternative system that the Board designates for handling the monitoring of eligibility of Contractor’s Staff.

C. Security Clearance Procedures includes, but is not limited to, the Board’s fingerprinting procedures, background investigations, and any other procedures identified by the Board’s Designated Security Clearance Office and as may be revised as necessary to ensure the safety and well-being of Students. If at the time of execution of this Agreement, the PETS Electronic Roster is available and accessible to the Contractor, the Contractor shall be under a continuing obligation to comply with all procedures of the PETS Electronic Roster as detailed in this Section of this Agreement.

D. Staff shall include any and all of Contractor’s, or its subcontractors’ (if any), employees, officers, directors, members, partners, agents, volunteers or consultants who, at any time during the Term of this Agreement, (i) have direct contact with Students; or (ii) work in or visit a location during times that Students are present unless such contact is only on an incidental and supervised basis; or (iii) provide online services to Students and have contact with Students via telephone, email or internet; (iv) have regular access to Students’ confidential information and (v) Contractor’s staff member(s) who updates and maintains PETS rosters, if available. Contractor’s Staff shall also include any Staff who become affiliated with Contractor or its Subcontractors after execution of this Agreement.

E. Students shall mean any student enrolled in any New York City Public School or placed into a program that is the subject of this Agreement.

II. Procedures.

(1) Contractor agrees not to hire or retain any person who refuses to participate in the Eligibility Clearance Procedures; who has not completely and truthfully reported information concerning his or her criminal convictions; who is within the category of Staff required to sign a Release, but refuses to do so; or who has been deemed ineligible for employment by the Board.

(2) The Eligibility Clearance Procedures are a condition precedent to each Staff member providing services under this Agreement. Contractor shall ensure that each Staff member is prohibited from having contact with Students and Students’ confidential information until:

(i) The Board’s HR Connect Walk-in Center (located at 65 Court Street, Room 102, Brooklyn, New York 11201) has fingerprinted and the Board’s Designated Security Clearance Office has cleared each Staff member.

(ii) Contractor has entered Staff members’ information into PETS Electronic Roster, if

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available or any alternative system of PETS as may be designated by the Office.

(3) Contractor is required to furnish to the designated Office and other offices as the Board may designate, any and all documents and information regarding prior criminal records and arrest information **immediately** following Contractor's receipt of the documents and information.

(4) If the PETS Electronic Roster is available and accessible to the Contractor at the time of execution of this Agreement, the Contractor shall have a continuing obligation to review and maintain its PETS Electronic Roster throughout the Term of this Agreement including complying with the following:

(i) Contractor must contemporaneously update information upon hiring new Staff, removing Staff, and/or identifying new contact information for its PETS Roster.

(ii) Contractor must respond within one business day, or within a shorter period time if required by the Designated Security Clearance Office, to any notification and/or request for more information generated by PETS or by the Office. Contractor must immediately remove Staff from contact with Students, access to Student information and/or, if appropriate, access to PETS, if deemed ineligible based upon any notification generated by PETS, screen-shot displayed in the PETS application or as otherwise directed by the Designated Security Clearance Office.

(iii) Contractor shall certify on a monthly basis that the PETS Roster is accurate and complete.

(5) Contractor shall grant the Board access to all Staff members' personnel records upon request, in accordance with applicable law, for the purpose of conducting a background check and monitoring compliance with Security Clearance Procedures.

(6) The Senior Executive Officer of the Division of Human Resources ("DHR") for the Board or his/her designees shall determine, on an ongoing basis, whether and to what extent any of Contractor's Staff shall be eligible to provide services under this Agreement for security reasons. The Board shall have the right to require the immediate removal of any Staff member who is the subject of an investigation by DHR pending a final determination. In the event the Chief Executive Officer of DHR or his/her designees determines that any of Contractor's Staff is ineligible, the Contractor does hereby consent and agree to abide by the following:

(i) The Board will notify the Contractor and the individual and/or entity of its decision upon request by the contractor and will afford the individual and/or entity an opportunity to present information on his/her/its own behalf; and,

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(ii) Immediately upon notification, the Contractor shall remove and bar the affected individual and/or entity from providing any services in furtherance of this Agreement, unless and until the decision is reversed or modified; and,

(iii) Immediately upon notification, the Contractor shall assign another eligible Staff member to fulfill the duties and responsibilities of the removed individual and/or entity in connection with the performance of this Agreement, unless and until the decision is reversed or modified. The foregoing does not relieve the Contractor of its obligation to comply with the staffing requirements set forth in this Agreement.

(iv) Contractor shall make no demand for, nor be entitled to receive, any additional compensation for costs arising from the ineligibility for security clearance reasons of any one or more of its Staff.

(7) Contractor shall be responsible to pay for all fingerprinting costs at the time of fingerprinting.

(8) Contractor's Staff are covered by the notification procedures and additional requirements relating thereto set forth in Chancellor's Regulation C-105 in cases of arrest.

(9) Any waiver of the Security Clearance Procedures set forth herein or approval required hereunder shall not be effective unless in writing by the Chancellor.

III. Compliance.

A. The Contractor understands and acknowledges that payment for services under this Agreement is conditioned, in part, upon the Contractor's compliance with this "Security Clearance" Section and that in accepting payment, the Contractor represents that the Contractor is in full compliance. The Contractor shall not be paid for services performed by any individual who was not fingerprinted and cleared in PETS as required by the Board.

B. Contractor's failure to comply with any provision under this "Security Clearance" Section may result in the withholding of payment and/or termination of this Agreement at the discretion of the Board. Additionally, in the event that Provider fails to comply with any provision in this "Security Clearance" Section, the Board shall have the right to impose liquidated damages in the amount of Three Hundred Dollars (\$300.00) per day and set-off such amount from any monies due and owing to the Contractor until Contractor complies with the applicable provision.

16. DUTY TO REPORT

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the

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Services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. The Contractor and its employees, agents and Subcontractors must report to the Office of the Special Commissioner of Investigations (“SCI”) any such interest or possible interest. The Contractor and its employees, agents and Subcontractors must also report to the SCI any criminal activity that they have knowledge of concerning the execution or the performance of this Agreement. The Contractor must inform, in writing, each employee, agent, and Subcontractor of his/her duty to report.

17. WARRANTIES

A. The Contractor represents and warrants that the Services are designed and built using standards, languages, protocols, conventions and designs that are acceptable in the industry and commercially reasonable; and that the Services are designed to work in the computer environment in which it was installed.

B. The Contractor hereby warrants that all Services provided pursuant to this Agreement do not violate the common law or statutory copyright or any other intellectual property right of any person or entity.

18. EMERGENCY REPORTING REQUIREMENTS

The Contractor shall ensure that all Contractor Personnel immediately inform the Assistant Principal or other person in charge of the school site as may be designated by the Board, of any health and/or safety emergency or where the police, fire department or the paramedics are involved. The Contractor shall follow all Board protocols and procedures and Chancellor’s Regulations associated with a health and/or safety emergency.

19. INCORPORATION OF ATTACHMENTS; ORDER OF GOVERNANCE

A. The following Attachments are annexed to this Agreement, incorporated herein, and made a part of this Agreement.

<u>Attachment</u>	<u>Attachment Name</u>
A	MTAC SOLICITATION (# R1077)
B	REQUEST FOR AUTHORIZATION
C	CONTRACTOR’S PROPOSAL
D	PQS/MTAC PROCESS

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E	CONTRACTOR’S BUDGET DETAIL
F	BOARD’S TERMS AND CONDITIONS
G	CERTIFICATE OF NON-USE OF AUTOMOBILE
H	PAID SICK LEAVE LAW RIDER
I	WHISTLEBLOWER PROTECTION POSTER

B. In the event of conflict between any Attachments incorporated herein by reference and this document, the following order of governance shall apply: first, **Attachment B**; second, this document; third, **Attachment F**; fourth, **Attachment A** and **Attachment D**; fifth, **Attachment C** and **Attachment E**; sixth, **Attachment G**; seventh, **Attachment H**, and last, **Attachment I**

C. For all general and particular intents and purposes, the following is hereby incorporated by this reference into this Agreement as if set forth herein in its entirety: the Board’s standard “Terms and Conditions,” which document is hereto annexed as **Attachment F**.

18. NOTICES

Any notices or communications between the parties, that are required to be provided, or that the parties desire to provide, relating to the performance of this Agreement, shall be given in writing and shall be made by postage prepaid, registered or certified mail, return receipt requested, or by overnight delivery by Federal Express or by other reputable courier service, to the addresses set forth on the first page.

19. BOARD’S AUTHORITY

The supervisory and disciplinary authority of the Board, Chancellor, superintendents, principals and other Board managerial employees over the staff, pupils and facilities of the City School District of the City of New York shall not be diminished in any manner nor to any extent whatsoever by this Agreement.

20. BOARD APPROVAL

The Contractor does hereby consent, acknowledge, stipulate and agree that any and all exhibitions, performances, instructional services, materials and/or resources to be utilized in the performance of this Agreement not referenced in the Approved Proposal (**Attachment C**) shall be subject to the prior approval of the Chancellor.

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21. CHANCELLOR'S DESIGNEES

For all general and particular intents and purposes wherever mentioned in this Agreement, the Chancellor's designee shall be Celine Azoulay-Lewin, Senior Executive Director, Office of Innovation/ Division of Instructional and Information Technology and/or his or her successor, and/or such other person whom the Chancellor shall designate from time to time with written notice to the Contractor.

22. AFFIRMATION OF RESPONSIBILITY AND PAID TAXES

The Contractor, whose tax identification number appears on the signature page, affirms and declares that said Contractor is not in arrears to the City of New York upon any debt, contract or taxes and is not a defaulter, as a surety or otherwise, upon any obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Contractor to receive public contracts.

23. ENTIRE UNDERSTANDING OF THE PARTIES

A. This Agreement represents the entire understanding between the parties, and no other prior or contemporaneous agreements, made orally or in writing, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties, or to vary any of the terms contained herein.

B. This Agreement shall not be modified or amended, except in writing, signed by the parties, in conformance with the terms and conditions, attached hereto and made a part hereof as **Attachment F**.

NO FURTHER TEXT ON THIS PAGE.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written.

<p>BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK</p> <p>By: _____ Ursulina Ramirez Chief of Staff On behalf of the Chancellor</p> <p>Approved as to Legal Sufficiency:</p> <p>By: _____ Alex S. Parker Agency Attorney Division of Contracts and Purchasing</p> <p>Approved as to Description of Services, Budget and as to Availability of Funds:</p> <p>By: _____ Celine Azoulay-Lewin Executive Director, Office of Innovation Division of Instructional and Information Technology</p>	<p>LEARNING INNOVATION CATALYST, LLC CONTRACTOR</p> <p>By: _____ Signature of Authorized Person</p> <p>_____ Print Name of Authorized Person</p> <p>_____ Print Title of Authorized Person</p> <p>_____ Contractor's Tax ID Number</p>
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BOARD ACKNOWLEDGMENT

STATE OF NEW YORK)
) *ss.:*
COUNTY OF NEW YORK)

On this _____ day of _____, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared one _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

CONTRACTOR ACKNOWLEDGMENT

STATE OF)
) *ss.:*
COUNTY OF)

On this ____ day of _____, 2020, before me personally came one _____, to me known and known to me to be the _____ of the Contractor, to execute the foregoing Agreement for and on behalf of the Contractor and, the same _____ attested that he/she was duly authorized to execute the foregoing Agreement for and on behalf of the Contractor, and the same _____ acknowledged that he/she did indeed execute the foregoing Agreement for and on behalf of the Contractor.

NOTARY PUBLIC

A SYSTEMWIDE REQUIREMENTS AGREEMENT FOR PROFESSIONAL DEVELOPMENT SERVICES IN INSTRUCTIONAL TECHNOLOGY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written.

<p>BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK</p> <p>DocuSigned by: <i>Lauren Siciliano</i> By: _____ <small>43287F46218A4E3</small> Ursulina Ramirez Chief of Staff On behalf of the Chancellor</p> <p>Approved as to Legal Sufficiency:</p> <p>DocuSigned by: <i>Alex Parker</i> By: _____ <small>38CEBD937404C4...</small> Alex S. Parker Agency Attorney Division of Contracts and Purchasing</p> <p>Approved as to Description of Services, Budget and as to Availability of Funds:</p> <p>DocuSigned by: <i>Celine Azoulay-Lewin</i> By: _____ <small>73279076E0E5441</small> Celine Azoulay-Lewin Executive Director, Office of Innovation Division of Instructional and Information Technology</p>	<p>LEARNING INNOVATION CATALYST, LLC CONTRACTOR</p> <p>DocuSigned by: <i>[Signature]</i> By: _____ Signature of Authorized Person</p> <p><i>SCOTT C. NOON</i> _____ Print Name of Authorized Person</p> <p><i>CHIEF REVENUE OFFICER</i> _____ Print Title of Authorized Person</p> <p>POL 87(2)(d) _____ Contractor's Tax ID Number</p>
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A SYSTEMWIDE REQUIREMENTS AGREEMENT FOR PROFESSIONAL DEVELOPMENT SERVICES IN INSTRUCTIONAL TECHNOLOGY

BOARD ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 30 day of June, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared one Lauren Sulliano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

GINA VARGAS LEON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VA6271644
Qualified in New York County ~~4/16/20~~
Commission Expires November 6, 2022

Gina Vargas Leon
NOTARY PUBLIC

CONTRACTOR ACKNOWLEDGMENT

STATE OF Pennsylvania)
) SS:
COUNTY OF Lancaster)

On this 24th day of June, 2020, before me personally came one Scott C Noon, to me known and known to me to be the Chief Revenue Officer of the Contractor, to execute the foregoing Agreement for and on behalf of the Contractor and, the same Scott C Noon attested that he/she was duly authorized to execute the foregoing Agreement for and on behalf of the Contractor, and the same Scott C Noon acknowledged that he/she did indeed execute the foregoing Agreement for and on behalf of the Contractor.

Silvia E Halzeman
NOTARY PUBLIC



APPENDIX A6: IRAN DIVESTMENT ACT**COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One of the following]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20



SIGNATURE

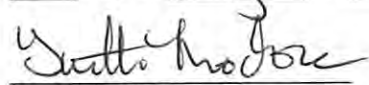
Jason Green

PRINTED NAME

Co-Founder & Principal

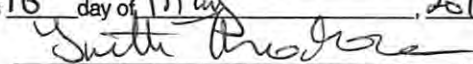
TITLE

Sworn to before me this
16 Day of May, 2014



Notary Public

Dated:

District of Columbia: SS
Subscribed and sworn to before me, in my presence,
this 16 day of May, 2014


Yvette Theodore, Notary Public, D.C.

My commission expires March 14, 2019.





CARMEN FARIÑA, *Chancellor*

MULTIPLE TASK AWARD CONTRACT SOLICITATION

MTAC #R1077

Title: Professional Development for Instructional Technology

INITIAL DUE DATE: June 22, 2015

PROPOSALS WILL CONTINUE TO BE ACCEPTED ON AN ON-GOING BASIS

OPEN UNTIL: Indefinitely

Sealed proposals will be received by the Division of Contracts and Purchasing, 65 Court Street, Room 1201, Brooklyn, New York 11201

PRE-PROPOSAL CONFERENCE WILL BE HELD ON:

June 5, 2015 AT 11:00 A.M. – 12:00 P.M.

AT

St. Francis College–Founders Hall Auditorium, 180 Remsen Street, Brooklyn Heights, NY 11201

FOR ADDITIONAL PROCUREMENT INFORMATION SEE:

<http://schools.nyc.gov/dcp>

This Multiple Task Award Contract Solicitation is issued by the Division of Contracts and Purchasing 65 Court Street, Room 1201 Brooklyn, NY 11201

EACH ENVELOPE SUBMITTED MUST BE LABELED AND EVERY LABEL MUST REFERENCE THE MTAC NUMBER

Vendor Hotline 718-935-2300

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FOR THE PURPOSES OF THIS DOCUMENT THE TERM “MTAC” IS USED TO DEFINE THE METHOD OF SOLICITATION USED.

FOR THE PURPOSES OF THIS MTAC, “WE,” “US” OR “OUR” SHALL MEAN THE NEW YORK CITY DEPARTMENT OF EDUCATION (NYCDOE), AND “YOU” OR “YOUR” SHALL MEAN THE ENTITY SUBMITTING THE PROPOSAL TO THE NYCDOE.

ALTHOUGH THIS AGENCY IS BEING REFERRED TO AS THE NYCDOE, FOR CONTRACT AND INSURANCE PURPOSES, THE AGENCY IS STILL THE BOARD OF EDUCATION AND THEREFORE THE CONTRACTS AND INSURANCE CERTIFICATES MUST STILL REFERENCE THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

COMPONENT INFORMATION PAGE

To All Proposers:

This procurement contains three (3) service components. Proposers must provide at least one (1) service from the following list:

Components:

1. Professional Development Workshop
2. Professional Development through Curriculum Enrichment
3. Professional Development through Mentoring Programs

PROPOSERS MUST SUBMIT A **SEPARATE PROGRAM PLAN (Appendix E2)** FOR EACH SERVICE COMPONENT (SEE SECTION 4).

SECTION. 1 PROGRAM SUMMARY, BACKGROUND, AND PURPOSE**1.1 PROGRAM SUMMARY**

The New York City Department of Education (NYCDOE) on behalf of the Office of Innovation (OI) seeks proposals from organizations capable of providing comprehensive instructional technology professional development services throughout New York City school system. Successful Proposer(s) will be awarded contracts to provide staff development services in instructional technology to teachers in the NYCDOE regions which include grades Pre-Kindergarten through twelfth grade. Professional Development is defined as professional learning opportunities or PLOs that can be provided in a number of ways; face-to-face, web/internet based or within a blended model.

The MTAC is an on-going, open enrollment process through which qualified pools of organizations are awarded contracts. NYCDOE will enter into requirements contracts with multiple vendors that meet the needs of this MTAC. Requirements contracts do not constitute a guarantee that services will be procured. Only a purchase order issued and approved by a designated NYCDOE school or office will authorize that services may be purchased.

Contracts resulting from this MTAC will be for a term of 5 years. Purchase orders issued and approved by NYCDOE schools or offices will determine the specific duration and scale of any programs or services purchased under the contract.

1.2 BACKGROUND AND PURPOSE

Educational Technology Initiatives are designed to integrate computer technology into the instructional program of the New York City Public Schools in order to enable teachers to make appropriate use of the computers and other technology installed in classrooms. It is necessary to offer an extensive menu of comprehensive instructional technology professional development services that can be tailored to the needs of each school community. Therefore, OI is soliciting proposals for the provision of services to the NYCDOE by organizations with capacity to provide professional development in the use and integration of technology across the Common Core curriculum. Proposers should make the distinction between the use of technology (such as how to use a software program) vs. the integration of technology into the instructional program. Proposers should reference the Common Core curriculum, New York State and ISTE technology standards in their proposals.

SECTION. 2 MINIMUM QUALIFICATIONS

All proposals will be evaluated to determine if they meet the minimum qualifications set forth in this section. Proposals that fail to meet the minimum qualifications will not be considered.

- 2.1 Proposer must have a minimum of three (3) years providing professional development for instructional technology to NYC schools or large urban school districts.
- 2.2 Submit three (3) letters of reference from organizations within the past five (5) years that have paid you directly for services in instructional technology professional development. Each reference must state the date(s), location(s), and description of the service(s) provided. Provide the contact information for each referring organization (e.g. Name, Address, Email, and Phone Number).

IF YOUR PROPOSAL DOES NOT CLEARLY EXHIBIT ALL OF THE ABOVE, THEN YOUR PROPOSAL WILL NOT BE FURTHER EVALUATED.

IN APPENDIX E1 – PROPOSAL FORM, VENDORS MUST PROVIDE THE RESPONSE TO EACH MINIMUM QUALIFICATION NEXT TO ITS CORRESPONDING SUBSECTION NUMBER. THIS INFORMATION MUST BE DETAILED IN SECTION 2 OF APPENDIX E1, THE PROPOSAL FORM.

Recommended to Proposers: Proposal should provide evidence of national recognition as an exemplary professional development program, as evidenced by ASCD, Learning Forward, NAESP or other professional organization sponsorship and public relationship. Please include the necessary documentation in your proposal.

SECTION. 3 SCOPE OF SERVICES

The successful Proposer(s) shall be required to perform all the following services in the program or programs(s) for which they are proposing as well as the mandatory program requested by the OI. Programs shall be structured and identified so that the school or support organization can easily understand the content, duration and curriculum. A program unit may be any self-contained presentation(s), lecture(s), workshop(s), or course(s) in units of duration that may be easily scheduled to suit the needs of a school.

The successful proposer(s) may choose to provide one or all of the following services for Components 1-3:

1. Professional Development Workshop
2. Professional Development through Curriculum Enrichment
3. Professional Development through Mentoring Programs

The following are mandatory requirements for all Proposer(s):

- Provide services that address the instructional priorities of schools
- Provide schools with relevant resources that can be revisited by schools
- Plan appropriate instructional technology activities in collaboration with teachers, support staff and supervisors
- Articulate with relevant central offices, district offices, Borough Field Support Centers (BFSC) and school staff regarding progress of the program
- Assist school administration to ensure acquired knowledge is retained and concepts learned during course professional development training continue being used
- Detail how the organization will evaluate the provided programs and services

3.1 Component 1: Professional Development Workshop

Workshop format: Groups of educators participating in packaged or customized professional learning opportunities, (face-face, online and/blended) for the express purposes of enhancing/integrating technology skills into instructor practice. Proposals for professional development workshops must detail:

- 3.1.1 Professional development that will enable and extend teachers and Administrators' ability to make effective and appropriate use of computer or mobile technology and related digital technologies across the instructional program. This professional development must feature exceptional practices and approaches to instruction, which will improve student performance in content areas as well as foster the acquisition of literacy skills and the use of performance standards.

- 3.1.2 Professional development that features a combination of hands-on activities, simulations, and case-study analyses that focus on effective use of technology in teaching and learning. Participants learn and practice facilitation skills, experience engaged learning and constructivist teaching practices.
- 3.1.3 Professional development workshops for teachers and/or administrators in the integration of computer, mobile and digital technologies online professional development services and innovative technologies into the curriculum. Workshops must focus on specific aspects of the instructional use of technology in support of each school's goals.
- 3.1.4 Professional development programs must be developmentally appropriate and sufficiently flexible so as to facilitate implementation tailored for the specific needs of recipient schools. The programs must include preplanning meetings with the school, district or BFSC representatives and post-evaluation sessions to determine effectiveness of program and to plan for future work.
- 3.1.5 Online, offline and off-site workshops held either during (contingent upon conditions of release satisfactory to the schools/districts) or after regular school hours. Some of these offerings can be through a virtual or online method. Such workshops may serve personnel exclusively from a single school, district or BFSC and may facilitate the collaboration of personnel from a number of schools and boroughs depending on the goals and objectives of the workshop.

3.2 **Component 2: Professional Development through Curriculum Enrichment**

Curriculum enrichment format: Highly customized professional learning opportunities for the express purpose of enhancing/integrating the school's curriculum with technology. Proposals for professional development through Curriculum Enrichment must detail:

- 3.2.1 Professional development through curriculum enrichment in which Proposer(s) plans and implements model lessons and a co-teaching model in collaboration with school-based staff, and which takes place in the classroom, alongside the teacher.
- 3.2.2 Professional development that will identify, use, evaluate, and promote appropriate technologies to enhance and support instruction and standards-based curriculum, leading to high levels of student achievement. Offering a variety of professional development that facilitates growth, provides opportunities for ongoing feedback and summative results.
- 3.2.3 Professional Development that features a combination of hands-on activities, simulations, and case-study analyses that focus on effective use of technology in teaching and learning. Participants learn and practice facilitation skills, experience engaged learning and constructivist teaching practices.
- 3.2.4 Professional development that provides the learners with relevant resources such as how-to's and tutorials that they can revisit.

3.3 **Component 3: Professional Development through Mentoring Programs**

Mentor format: Can include a combination of services from components 1 and 2 but need to include additional mentoring services such as observations, experiences and studies for thoughtful analyses along with recommendations and feedback. Proposals for professional development through Mentoring Programs must detail:

- 3.3.1 Mentoring programs in which an organization provides one-on-one partnerships with participating subject area or general classroom teachers. Mentors will provide support for instructional strategies

by incorporating critical thinking, collaboration, communication and creativity through multimedia and digital tools.

- 3.3.2 Mentoring programs that will increase the capacity of the school community to independently improve and expand its instructional use of computer technology through a protégé and mentor model.
- 3.3.3 Alternative, engaging, and innovative methodologies for delivering professional development services should include but are not limited to direct instruction, coaching, advising and modeling.
- 3.3.4 Regular consultations, discussions, reflections, recommendations for improvement, past success and challenges of activities between protégé and mentor should be a part of the mentoring program.
- 3.3.5 Mentoring programs must include an experienced mentor with at least five (5) years of experience in their subject area matter.
- 3.3.6 Mentoring programs must provide schools with resources that they can revisit and review that are relevant to the services provided.

NOTE: Mentoring process is not an event or string of events but an on-going process that includes coaching, demonstrating, explaining and modeling. Successful mentorships mature over time and must be a good “marriage” between parties.

Professional development provided by proposers may be subject to review by the Division of Instructional Support at all phases of the implementation process.

SECTION. 4 PROPOSAL SUBMISSION REQUIREMENTS

The NYCDOE requests that all proposals be typed on both sides of 8 ½” X 11” paper and that proposals be submitted on paper having at least 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length.*

(*Failure to comply with any of the instructions in this paragraph will not be considered non- responsive.)

Your proposal must fully address the services you have identified in your Scope of Services listed in Section 3. Using Appendices E1, E2, F, and G (also see Section 6), organize your proposal in the following sections:

4.1 Organizational Capacity (Appendix E1)

In this section, you must show evidence of adequate human, organizational, technical, and professional resources and abilities to meet the needs of this MTAC. Organizational capacity shall include compliance with NYCDOE and other relevant administrative and operating policies and procedures, in addition to the capacity to provide services. Include, but do not limit to the following:

- 4.1.1 An organizational chart identifying specific employees slated to work on programs proposed, and their respective titles.
- 4.1.2 Resumes and copies of appropriate licenses/certification of key employees who will provide the proposed services.

- 4.1.3 Designation of a project coordinator, if applicable.
- 4.1.4 Personnel available for the various components of proposed services, such as speakers, consultants, on-site mentors and workshop presenters who are not full-time employees.
- 4.1.5 Your organization's maximum capacity, in terms of number of schools and students or staff that your organization provide services to within a school year and/or summer, based on current staffing levels.

4.2 **Demonstrated Effectiveness (Appendix E1)**

Describe all prior experience providing the proposed services or similar services. Describe the impact your services had on schools, students and staff, and/or families, and provide documentation attesting to the outcomes.

To demonstrate your effectiveness, provide the following:

- 4.2.1 Details of your organizational background, qualifications and experience in providing the proposed services.
- 4.2.2 Detail the methods used and objective, measurable data that demonstrate the results/outcomes achieved by using these methods.
- 4.2.3 Detail evidence of prior successful experience in developing and delivering professional development for teaching instructional technology.
- 4.2.4 List of previous contracts with NYCDOE and other agencies of the City of New York, within the past 5 years.

NYCDOE reserves the right to verify any experience presented.

4.3 **Program Plan/Narrative (Appendix E2)**

The Program Plan/Narrative must clearly and concisely describe the overall program content, structure and methodology for **each** service component selected. For **each** service component selected, the program plan/narrative should:

- 4.3.1 Describe the goals and objectives of your program. Indicate what population you intend to serve (include the grade level(s) of instruction), and where services will be provided.
- 4.3.2 Describe the methodology and exemplary features of your program and discuss how they are linked to research-based practice, as applicable.
- 4.3.3 Describe the program structure such as total duration, hours per day, activities per day, staffing levels, targeted number of participants served, etc.
- 4.3.4 Describe the expected outcomes of the services and discuss how you will assess and evaluate whether expected outcomes are met. Provide a sample of your program's evaluation tools and/or reports.
- 4.3.5 Proposed time line or schedule for training of personnel and projected number of visits to school(s) for the services proposed.

4.3.6 Describe how you will assess and report the expected outcomes have been met.

4.4 Pricing/Charges and Cost Price Analysis (Appendices F and G)

Proposers must submit a Pricing Form that provides pricing details for the proposed services as a separate Excel file (Appendix F). This form will be reviewed for rates associated with your services. Also submit a Cost Price Analysis Form for a breakdown of the proposed pricing into the various components of cost as a separate Excel file (Appendix G). The cost price analysis should be completed based on the total program price. If you are selected, the NYCDOE reserves the right to review records used for cost calculations that support your prices before entering into a contract with you.

- 4.4.1 Price Forms require unit prices. Prices should include all of your costs, including direct labor, indirect labor, General and Administrative costs, and profit. See Section 6.4, below.
- 4.4.2 Unit must be Hourly, Per Diem or Per Workshop. Please propose pricing per unit of service. It should be clearly indicated your unit of service a required minimum and/or maximum number of participants. Note, however, you may only invoice for hours or workshops that you have provided. You will be required to support your invoices with attendance records signed by participants.
- 4.4.3 Any materials offered through this contract must be ancillary to the professional development services provided.

NOTE:

In addition to Appendices F & G, you may also include additional pricing information if you need to further clarify your pricing structure.

SECTION. 5 PROPOSAL EVALUATION PROCEDURE

All proposals received by the NYCDOE will be reviewed to determine if they meet all of the submission and Vendor Qualifications prescribed in this MTAC. Proposals meeting these requirements will be evaluated and rated by an Evaluation Committee applying the evaluation criteria prescribed below. The NYCDOE reserves the right to conduct site visits to verify facility or other information contained in your proposal and may require a demonstration/presentation of services or submit additional written material in support of a proposal, where applicable. The Evaluation Committee makes every attempt to match the submitted capacities of the highest rated firms with the Department of Education's projected needs.

5.1 EVALUATION CRITERIA

All proposals received by the NYCDOE will be reviewed to determine if the proposal meets all of the submission requirements and Minimum Qualifications prescribed in this solicitation. If the proposal meets each of these requirements, an evaluation committee will review and evaluate each proposal, applying the evaluation criteria prescribed below. The NYCDOE reserves the right to conduct site visits to verify facility to other information contained in a proposal and may require a proposer to make a demonstration of their services or oral presentation in support of a proposal.

The criteria matrix below will be used to evaluate each submitted proposal. Proposals will be evaluated according to their identified Component(s). Criteria are worth 25 points per response category adding up to a maximum possible total of 100 points. The closer your proposal achieves the Desired Characteristics, the higher points it will receive in each related Response Category. Proposals that achieve an average total score of 80 points or above will be recommended for an award.

<u>Response Category</u>	<u>Desired Characteristics</u>	<u>Maximum Points</u>
Program Plan	Program Plan for providing professional development services for personnel engaged in instructional technology programs is presented in a clear, professional, and highly rational manner. Proposer provided the following required information, school timeline (schedule), evaluation and assessment plan, and sample program and/or agenda. Identify the manner in which resources will be shared or accessed.	25
Organizational Capacity	Strong evidence that the organization’s human capacity, organizational, technical, and professional resources and abilities can support the proposed services.	25
Demonstrated Effectiveness	Evidence of prior successful experience in the provision of professional development training for teachers, administrators and instructional technology curriculum specialists. Proposer provided reference letters and resumes that were acceptable to meet the needs under this MTAC	25
Pricing	Proposed pricing should be reflected in a detailed pricing plan including details regarding costs (labor and overhead expenses) based on scale and need. Unit costs should be provided for all activities.	25
Total Maximum Points		100

SECTION. 6 PROPOSAL PACKAGE FORMAT

Each Proposal must be submitted in Microsoft Word '98 or a later version. Additionally, this MTAC has five (5) forms for you to use in your proposal, Appendices E1, E2, F, G and H which **must** be downloaded from our website at: <http://schools.nyc.gov/Offices/DCP/Vendor/MTAC/Default.htm> . These forms are in Microsoft Word, Excel, and Adobe Acrobat (pdf). Qualified and interested vendors are invited to respond, provided they use these forms to submit responses to the NYCDOE.

TO ALL VENDORS:

This solicitation is open indefinitely. Vendors with contracts expiring are highly encouraged to submit on the initial due date of June 22, 2015 by 1:00 P.M.

6.1 Proposal Form Instructions

Proposers **must** prepare their proposals in the format and sequence supplied in this section. **Failure to comply with this stipulation could be a basis for proposal disqualification.** Supplemental information about the Proposer’s products or services may be included as an addendum to the proposal but not in place of the required forms.

Proposals must include a cover letter, Table of Contents, and page numbers. There is no specific limit on the number of pages applications may contain but **please be concise.**

6.2 Proposal Form (Appendix E1)

Please review each of the following sections and subsections and respond accordingly:

1. Company Information
2. Minimum Qualifications
 - a. List of experience
 - b. Three names of references from organizations that have received services from the proposer. Include the contact person's name, title, telephone number and email address.
3. Organizational Capacity
 - a. General Organization Chart
 - b. Resumes, licenses/certification of key employees
 - c. List of non-employees who may provide services
4. Demonstrated Effectiveness
 - a. Previous NYCDOE and other City Contracts.
Include in your proposal a list of all NYCDOE and other City contracts held by your organization within the last five (5) years, specifying the following information:
 - i. City entity or department that administered the contract
 - ii. Contract number
 - iii. Dollar amount of the contract
 - iv. Dates during which the contract was in effect
 - v. A short description of the services covered by the contract
 - b. Evidence of Support (e.g. awards, funding received, positive evaluations from districts, professional organization sponsorship, press coverage/mentions, etc.)
5. Exceptions and Deviations Form (will delay process if not signed)
6. Signature Page (will delay process if not signed)

6.3 Program Plan-Narrative Form (Appendix E2)

As required in Section 4.3 of this MTAC, describe in Appendix E2 in clear detail the overall program content, structure and methodology for **each** service component selected. Include a sample one-week or one-month schedule of activities, (there is no need to see a work order) along with a brief description of topics for workshops, activities, etc. Use as much space as needed, **but please be concise**. Your work plan should indicate approximate dates and frequency of the proposed services. **If proposing more than one component please submit a separate program plan for each component.**

6.4 Pricing & Cost Price Analysis Forms (Appendices F & G)

Pricing information must be entered in the Pricing/Charges Form included as a separate Excel file (Appendix F), with detailed cost information provided in the Cost Breakdown Worksheet (Appendix G). This template has been developed to standardize pricing submissions. Carefully read and follow the directions on the forms and in Section 4.4.

Please note: The program description provided in column E, for Appendix F will be used to populate the MTAC database. Please be concise and clear. Submit a pricing form for each proposed component.

6.5 Doing Business Data Form (Appendix H)

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain the necessary information to establish the

required database, vendors responding to this solicitation should complete the Doing Business Data Form, which can be downloaded from the attached link located here: <http://schools.nyc.gov/NR/rdonlyres/1A55B041-045B-4854-84CE-69A4CA4727A1/0/DoingBusinessDataFormDOE.pdf>, and return it with this proposal. The submission of a Doing Business Data Form that is inaccurate and incomplete may result in appropriate sanctions.

6.6 Prepare and submit the proposal package as follows:

1. One (1) original hard copy, with original signatures
2. One (1) flash drive or CD/DVD containing electronic copies of each Appendix. Create an individual file for each Appendix using Microsoft Word and Excel format, for a total of five (5) separate files. Save them in one computer folder.

6.7 Do not submit audio/video demonstrations tapes, diskettes, CDs, PowerPoint, or samples of materials unless otherwise specified.

6.8 Applicants are required to have current Vendor Information Exchange System (VENDEX) forms on file with the Mayor’s Office of Contract Services (MOCS). The City is legally required to use this computerized data system to help it make well informed decisions when selecting a vendor. VENDEX provides the City with comprehensive management information so that it may better serve the needs of the citizens of New York City. VENDEX information and forms can be accessed at <http://nyc.gov/html/mocs/html/research/vendex.shtml>.

DO NOT SUBMIT COPIES of your VENDEX forms with your proposals. Any questions regarding VENDEX procedures can be addressed by the “Vendor’s Guide to VENDEX”, which can be accessed on the Mayor’s Office of Contract Service’s website at <http://www.nyc.gov/html/selltonyc/html/vendor/forms.shtml>.

Note: We may request a Certification of No Change from your organization if a determination is made to award a contract.

6.9 Each envelope submitted in response to the MTAC **must** be addressed as follows:

**FROM: Proposer Name/Address
Street Address
City, State, and Zip Code**

**TO: New York City Department of Education
Attn: Division of Contracts and Purchasing
Instructional Service Procurement (ISP) Unit
65 Court Street, RM 1201
Brooklyn, NY 11201
MTAC #R1077**

SECTION. 7 MULTIPLE TASK AWARD CONTRACT SOLICITATION TIMETABLE

The Multiple Task Award Contract (MTAC) is an on-going open enrollment process through which qualified pools of organizations are awarded contracts. Though open indefinitely, organizations are encouraged to submit their proposal early as a five-month evaluation period is required.

7.1 Request for Clarification and Addenda

Any inquiry regarding this solicitation must be made in writing, with the exception being oral inquiries that are addressed at the Pre-Proposal Conference if such a conference is scheduled and conducted by the NYCDOE. No telephone calls will be accepted regarding this MTAC. All written inquiries can be emailed to the following: ISPSupport@schools.nyc.gov.

Proposers should not rely on any representations, statements, or clarifications not made in this MTAC, a formal addendum, or at the pre-proposal conference. Notwithstanding the foregoing, if the NYCDOE issues an addendum with a digest of the inquiries made and answers given at the pre-proposal conference, proposers shall rely on the information contained in such addendum rather than those given orally at the conference.

7.2 Pre-Proposal Conference

A pre-proposal conference, at which vendors will have the opportunity to ask questions related to this MTAC, will be held on June 5, 2015 from 11:00 A.M. to 12:00 P.M. at St. Francis College—Founders Hall Auditorium, 180 Remsen Street, Brooklyn Heights, NY 11201.

Specific questions concerning this MTAC should be submitted in writing to the above email address prior to the pre-proposal conference. Written questions should reference the MTAC by page and paragraph numbers. If possible, these questions will be answered at the pre-proposal conference and additional questions may be submitted orally at the conference.

7.3 Incurring Costs

The NYCDOE shall not be held liable for any pre-contract activity or costs incurred by proposers in the preparation of their proposals or during any negotiations on proposed contracts or for any work performed or materials provided in connection therewith.

7.4 Oral Presentations/Demonstrations

The NYCDOE may require proposers to give oral presentations regarding their proposals after submission. At such presentations, proposers may be required to demonstrate or exhibit aspects relating to their proposal as requested by the NYCDOE.

7.5 Negotiations

The NYCDOE reserves the right to:

1. reject all proposals submitted;
2. accept any proposal or alternate as submitted without negotiations;
3. accept or negotiate on all proposals submitted which fall within a competitive range;
4. require revisions to, corrections of, or other changes to any proposal submitted as a condition to its being given any further consideration;
5. select for negotiations only the overall best proposal or alternate submitted, as determined by the NYCDOE;
6. negotiate with one or more Proposers in any manner it deems fit, (such negotiations may be concurrent or sequential as the NYCDOE determines);

7. following the conclusion of any such negotiations, the NYCDOE may solicit Best and Final Offers (BAFO) utilizing an appropriate procedure;
8. re-open negotiations after the BAFO procedure, if it is in the Department's best interest to do so.

No Proposer shall have any rights against the NYCDOE arising at any stage of the solicitation from any negotiations that take place, or from the fact that the NYCDOE does not select a Proposer for negotiations.

7.6 Withdrawal of Bids

After the opening of bids, a request by a bidder to the Board of Education for consent to the withdrawal of their bid, because of an error made by said bidder, will be considered only under the following terms and conditions:

- 7.6.1 Request to withdraw bid must be received in writing providing reasons for the request. This request is to be sent to the Director, within five (5) business days following the date and time set for the opening of bids.
- 7.6.2 Whenever any bidder requests the consent of the Board of Education to the withdrawal of their bid, the Board of Education may grant or reject such request in any case which it deems just and proper. This request shall be made and such consent to withdraw shall be accepted by the bidder upon the express condition that said bidder shall be excluded from bidding again for the re-advertisement of bids for the same item or proposal should no award be made. Should any bidder request the withdrawal of more than one bid in any twelve (12) month period, they shall be disqualified from bidding on Board of Education work for a period of one (1) year from the date of the second request.
- 7.6.3 Following the five (5) business days after the bid opening, a bidder may not withdraw their bid before the expiration of one hundred eighty (180) calendar days from the date of bid opening of said bid. A bidder may withdraw their bid after that date only if they state such intent in writing prior to the mailing by the Board of Education of a Purchase Order, Notice of Award, or Acceptance of Bids.
- 7.6.4 The Director, will make the determination with respect to request for the withdrawal of bids and that determination shall be final and binding. A partial withdrawal of bid may be permitted if deemed in the best interest of the Board of Education.

7.7 Terms and Conditions

All contracts resulting from this MTAC shall be subject to the attached General Terms and Conditions (Appendix B: Department of Education, Terms and Conditions).

7.8 Contract Award

The New York City Department of Education reserves the right to award a contract(s) to other than the proposer(s) offering the lowest overall cost. The contract(s) resulting from this solicitation shall be awarded to the qualified proposer(s) whose proposal(s) the New York City Department of Education has determined to be the most advantageous, based on the evaluation criteria set forth in the Multiple Task Award Contract (MTAC). All contracts resulting from this MTAC shall be signed by the proposer(s) within a reasonable time upon receipt, which period shall not exceed 30 days. Thereafter the proposer(s) is (are) deemed delinquent, at the NYCDOE's option, the contract(s) may be voided.

Contract award (s) shall be subject to the following conditions, where applicable. They are not required to be part of your proposal submission.

- 7.8.1 Completion and submission of an appropriate Office of Equal Opportunity form. E.g. Workforce profile or Company's Equal Opportunities Work plan; does **not** apply to M/WBE certification.
- 7.8.2 Completion and submission of the Affirmation Sheet.
- 7.8.3 Submission of an appropriate Certificate of Insurance. If you insurance expires during the course of this process, it is your responsibility to forward renewal documents.
- 7.8.4 All vendors are required to maintain accurate contact information:
- 7.8.5 Organization contact person, address, telephone number and email. If changes occur; vendor must notify ISPSupport@schools.nyc.gov of said change.

7.9 Termination of Contract

Any contract(s) resulting from this MTAC may be terminated at any time upon thirty (30) days written notice, by the Chancellor, and/or his designee. No claim for damages will be made by, or allowed to, the Contractor because of such termination.

7.10 Prohibition of Communication During MTAC Evaluation Period

After the submittal of proposals and continuing until a contract has been awarded, all DOE Personnel involved in the project will be specifically directed against holding any meetings, conferences or technical discussions with any proposer regarding this MTAC except as provided in the MTAC. Proposers shall not initiate communication in any manner with DOE personnel regarding this MTAC or the proposals during this period of time, unless authorized, in advance, by the selection committee. Failure to comply with this requirement will automatically terminate further consideration of that firm's or individual's proposal.

SECTION. 8 CONTRACT TERM

The contract(s) resulting from this MTAC will be for a term of five (5) years.

SECTION. 9 TYPE OF CONTRACT

This MTAC may result in the award of one or more system-wide requirements agreements. Requirements agreements are not commitments to purchase. Only a purchase order issued by a school, district, or central office constitutes such a commitment. The estimated contract award for a requirements contract is based upon the NYCDOE's estimated requirement for that service over the contract period. NYCDOE may purchase all, none, part, or more than the estimated quantity identified.

SECTION. 10 MULTIPLE TASK AWARD CONTRACT (MTAC) PROCESS

The MTAC is an ongoing open enrollment procedure that is intended to create a qualified pool of vendors eligible to deliver specific services for the NYCDOE. If a vendor is approved and placed on the pre-qualified list for a specific service, the vendor is available to receive a contract to deliver said services. Each vendor will have two (2) opportunities to submit a proposal within six (6) months of the original proposal submittal date for the open enrollment. Any vendor that has submitted an initial proposal for consideration where a request for additional information is made will have ten (10) business days from the date of notification to reply with the second submission, inclusive of all changes, corrections and recommended modifications. For services valued at \$25,000 or less the Client (Schools/Central Offices) issues a purchase order. For services valued over \$25,000 the Multiple Task Award Contract (MTAC) tool will apply.

The MTAC tool is a “mini-bid” process that allows clients to draw services from a pool of pre-qualified vendors identified via the MTAC solicitation. Clients (Schools/Central Offices) will create a scope and solicit proposals from contractors who are specifically qualified to deliver the needed services. Contractors will receive a request (via email) to propose on an MTAC directly from the Client, and will indicate his/her organization’s intent to submit a proposal. A MTAC service request will be awarded to the most cost-effective and capable vendor as determined by the client’s selection committee.

All MTAC service request must be associated with an existing MTAC contract in order to be awarded. The MTAC, vendor’s proposal and the MTAC contract must be the same and cannot be materially different – including, scope, program plan, price, etc. In particular, vendors may not increase the pricing agreed upon within the related MTAC contract but may offer a lesser unit cost as part of the MTAC process. In addition, clients can not split the dollar value of a contract. If a split occurs the vendor will not be paid. Vendors must comply with the stated guidelines to receive a contract award, and compensation for the services rendered.

SECTION. 11 FINGERPRINTING/SECURITY CLEARANCE REQUIREMENTS

Any person who is “employed” by your organization, whether as salaried/hourly/per-diem staff or hired consultants would be considered “staff”. Any person representing your organization/agent of your organization who will have direct contact (interaction with students, such as, but not limited to classroom workshops, off-site visits, in-school interactive assemblies) with students and/or will have access to personal student information such as student ID numbers, home addresses and class schedules, must be fingerprinted. An example of indirect contact is, but not limited to, artist performing on stage (without any contact with students), crews setting up for a performance, drivers delivering stage equipment and subcontractors who create materials that is used to deliver services but who will not participate in the contracted programs.

Please visit the Department’s Division of Human Resources website at

<http://schools.nyc.gov/Offices/DHR/Fingerprinting+Employee+IDs+and+Smart+Cards.htm> for all fingerprinting requirements and instructions. Though this information refers to employment with NYC DOE, the information is applicable to vendors who are seeking a contract with the DOE that would involve direct contact with students and/or personal student information. You should not start the fingerprinting process unless you have received notification of contract award. You may contact the Program Office overseeing your contract for fingerprinting referrals.

- 11.1 Contractors’ staff shall be subject to security clearance reviews, which may include, but not be limited to, fingerprint checks. Staff members who will provide services to students or will have access to personal student information must be fingerprinted at the DOE, or at a place designated by the DOE, prior to the commencement of service, with the cost of fingerprinting to be incurred by the Contractor or the individual staff member. The Chief Executive Officer of the DOE’s Division of Human Resources or designee shall determine whether any of the Contractors’ employees subject to security clearance procedures shall be denied access to DOE students or their personal information, for security reasons.
- 11.2 Contract agencies will be responsible for entering, updating and maintaining the names and personal information of their staff and other required information into the DOE’s Personnel Eligibility Tracking System (PETs) system. As part of this procedure, the vendor must also enter the provider’s e-mail address(es) into the system.
- 11.3 At the time of fingerprinting, each member of the Contractor’s staff shall present an official letter of introduction from the Contractor and shall complete a New York City Employment History Form. This form shall apply to all staff that is proposed to provide services to DOE students or have access to their personal information, and is to be updated as changes in personnel occur.

- 11.4 It is important to note that no member of the Contractor's staff may provide services pursuant to this Agreement prior to receiving security clearance from the DOE's Human Resources PETs system. The Contractor may not assign any referrals for services to a staff member unless they have received security clearance from the Office of Personnel Investigation and been listed in PETS as both active and eligible.
- 11.4.1 If such clearance is denied by the Chief Executive Officer of the Division of Human Resources or designee for any reason:
- 11.4.1.1 The DOE will notify the employee of the specific grounds for the decision, and afford the employee an opportunity to present information on his or her behalf; and
- 11.4.1.2 The Contractor will immediately bar the staff member from any contact with DOE's students or their personal information during the term of this Agreement unless and until the decision to deny clearance is reversed.
- 11.4.2 Any Contractor whose staff member is barred in this fashion shall be granted a period of no more than three (3) business days from the time clearance is denied to present a second staff member capable of performing the services required. If the second staff member presented in this manner is currently providing service, the Contractor must demonstrate that work proposed for referral to said staff member shall not conflict with the staff member's other assignments undertaken pursuant to this Agreement. If such a conflict does exist, the decision of the Responsibility Center regarding any conflicts shall be final. In the event that the replacement staff member presented is similarly denied security clearance, the Contractor shall not have the opportunity to present any further replacement, and the Contractor shall be liable for any increased cost incurred by the DOE to provide services as a consequence of the Contractor's inability to provide acceptable personnel.
- 11.4.3 The increased cost for which the Contractor shall be liable shall include the difference, if any, between the Contractor's rate and the rate paid to another Contractor for service, as well as any reasonable administrative costs incurred by DOE.
- 11.5 In cases where staff are refused security clearance and Contractors are unable to: (a) name a satisfactory replacement; (b) have the replacement receive security clearance; and/or (c) commence service within the timeframes described herein, the authorization to serve the student(s) may be withdrawn.
- 11.6 In cases where three (3) or more staff are refused security clearance within a thirty (30) calendar day period, the Chancellor or his designee may consider the Contractor in material breach of the Agreement, and may seek to have the Contractor declared in default pursuant to the terms of this Agreement.
- 11.7 The Contractor is responsible for notifying, in writing, each staff member who is assigned to work with students pursuant to the contract that, in the event the staff member is arrested and charged with a felony, misdemeanor or violation, the staff member must immediately notify the Contractor in writing. Upon learning of the arrest, the Contractor must immediately notify DOE's Office of Personnel Investigation, in writing, by fax (718) 935-4366, or hand delivery to 65 Court Street, Room 223, Brooklyn, NY, and the Responsibility Center.

SECTION. 12 BACKGROUND DISCLOSURE INFORMATION

Background checks are performed for all contract awards and purchase orders in excess of \$100,000.

SECTION. 13 SUBCONTRACTOR REQUIREMENT

Please identify all subcontractors that will assist with the delivery of your company's proposed services. Provide Subcontractor's Name, EIN Number, and a detail program plan for the work proposed (see, Section 4.3). Please be advised that a subcontractor will be required to submit VENDEX questionnaires in accordance with the same guidelines that govern contractors.

SECTION. 14 PROPOSER CHECKLIST

Check whether you submitted each of the required documents for your response:

- Cover Letter
- Table of Contents
- 3 References
- A list of previous contracts with NYCDOE and other NYC agencies within the past 5 years
- Proposal Form (Appendix E1, Microsoft Word File)
- Program Plan-Narrative (Appendix E2, Microsoft Word File)
- Prices/Charges Form (Appendix F, Microsoft Excel File)
- Cost Breakdown Worksheet (Appendix G, Microsoft Excel File)
- Doing Business Data Form (Appendix H, Adobe Acrobat File)

Form:

<http://schools.nyc.gov/NR/ronlyres/1A55B041-045B-4854-84CE-69A4CA4727A1/0/DoingBusinessDataForm.pdf>

Instructions:

<http://schools.nyc.gov/NR/ronlyres/4E80E068-C2D3-435F-9F14-C17BBC80F479/39723/DBDFQA.pdf>

Also please be sure to:

1. Review the entire Multiple Task Award Contract Solicitation to ensure you understand the scope of the requirements and the role of each of the attached forms. Please review the Scope of Services for this MTAC carefully before completing the response sections.
2. View the Terms & Conditions (Appendix B) in this document. Some of the Terms & Conditions may have changed since the last MTAC.

APPENDIX A1: NO-PROPOSAL RESPONSE FORM

MTAC Number and Title:

Proposal Opening Date:

PLEASE COMPLETE AND RETURN THIS FORM IF YOU WILL NOT BE SUBMITTING A PROPOSAL BUT WISH TO REMAIN ON THE NEW YORK CITY DEPARTMENT OF EDUCATION'S BIDDERS LIST.

The preparation and mailing of the Multiple Task Award Contract Solicitation is time consuming and expensive. In instances where proposers fail to respond or notify the New York City Department of Education of their future intentions, the preparation and mailing of the MTAC solicitation package represents an unnecessary expense to the New York City Department of Education. Feedback from proposers is also encouraged so that any reasons for not proposing may be evaluated with the intention of improving future solicitations for this commodity or service in the hopes of encouraging and expanding the field of competition.

All proposers who respond with a "No Response" response or choose not to propose are requested to provide the information below and return this form in time for the proposal opening.

REASONS FOR NOT PROPOSING AT THIS TIME:

DO YOU WISH TO RECEIVE REQUESTS FOR THIS PARTICULAR PRODUCT OR SERVICE IN THE FUTURE? YES NO

VENDOR NAME AND ADDRESS:

SIGNED:

TITLE:

DATE:

APPENDIX A2: INSURANCE

The Contractor **shall** maintain during the period(s) of this contract, inclusive of guarantee periods when applicable, insurance(s) covering the personnel employed by the contractor, equipment (vehicles) used, public servants, and property of the Department of Education while the supplies, equipment, goods, products, etc. called for herein are being delivered or while the services/work outlined herein is being performed.

If a proposal is selected for potential contract negotiations, the proposer will be required to submit certification(s) from acceptable insurers, licensed by the State of New York, or any other licensing authority thereon to the effect that said insurers, will furnish to the proposer the insurance coverage listed. In addition, certifications submitted must name the New York City Department of Education and the City of New York as additionally insured. Failure by the proposer to furnish the above certification(s) may result in rejection of the proposal.

The most common form used to transmit this information is entitled ACORD Certificate of Insurance (form ACORD 25-S (7/90))

The policies mentioned herein shall insure the New York City Department of Education and the City of New York against claims outlined in the coverage's mentioned herein in the same amounts as are required in specifications for the Contractor or Subcontractor when applicable. Such coverage may be by separate policies or by endorsement to this effect on existing policies.

The policies mentioned herein, insuring the New York City Department of Education and the City of New York against claims arising out of negligence of the Contractor or Subcontractor when applicable, shall contain, by rider attached to such policies, the following provisions:

1. Notice under this policy by the Insurance Company should be addressed to the Executive Director, Division of Contracts and Purchasing, 65 Court Street 12th Floor Brooklyn NY 11201.
2. Notice of accident should be given by the insured to Insurance Company within sixty (60) days after notice to the said Executive Director, Division of Contracts and Purchasing of such accidents.
3. Notice of claim against the insured shall be given to the Insurance Company within sixty (60) days after such claims shall be filed with said Executive Director, Division of Contracts and Purchasing.
4. The policy shall not be canceled, terminated, modified or changed by the Insurance Company unless thirty (30) days prior written notice is sent to the insured by registered mail and addressed to the Executive Director, Division of Contracts and Purchasing, nor shall it be canceled, terminated, modified or changed by the Contractor securing such policy without the prior consent by the Department of Education of the City of New York.
5. The policy shall not be invalidated by reason of any violation of any of the terms of any policy issued by the Insurance Company to the Contractor.

If a proposal is selected for potential contract negotiation, the proposer will be required to submit, the following insurance policies. Failure to do so may result in rejection of your proposal. Delivery of such insurance policies to the Department of Education shall be a condition precedent to the right of the Contractor to demand any payments hereunder.

In the event contract is to be extended, Contractor must submit proof of continuing compliance at least thirty (30) days prior to the ensuing contract period.

Insurance Policy Deductibles or Retentions:

Any deductibles or retentions in excess of Five Thousand Dollars (\$5,000.00) shall be disclosed by the Contractor and shall be subject to advance written approval by the Chancellor. Any deductible or retention amounts elected by the Contractor and/or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor. The Contractor shall be permitted to provide insurance of any type required under this Paragraph by means of a self-insurance program (or make use of any self-insured retention)[¹] only in the event (a) such program provides the Board and the City with all rights that would be provided by traditional insurance required under this Paragraph including, but not limited to, the defense obligations that insurers are required to undertake in liability policies, and (b) such self-insurance program is approved in advance by the Chancellor. If the Contractor desires to provide any such insurance by means of a self-insurance program, the Contractor shall submit a statement satisfactory to the Chancellor, signed by a Person authorized to bind the Contractor and acknowledged by a notary public, by which the Contractor (i) affirms that such self-insurance program provides at least the same level of coverage as required by this Paragraph, (ii) agrees to assume responsibility for satisfying all obligations of the self-insurance program if such program for any reason fails to do so, and (iii) provides the Board with the name and address of the office or official of its self-insurance program who is responsible for satisfying the self-insurance obligations. The foregoing requirements for advance approval include, but are not limited to, the Contractor's formation of, and/or participation in, any other alternative risk management arrangement(s) as a substitute for a traditional insurance policy(ies). In addition, the Contractor must provide the Board Contract Manager with a written set of detailed rules and procedures for the Board and/or the City to file a claim(s) and to obtain coverage under any risk retention fund(s) and/or any other alternative risk management arrangement(s) including, but not limited to, any required claim form(s), contact information, and any information required to be submitted with a claim(s). The Contractor's rules and procedures for submitting a claim(s) and obtaining coverage under any risk retention fund(s) and/or any other alternative risk management arrangement(s) shall be subject to approval by the Chancellor. Approval of any proposed self-insurance program, other alternative risk management arrangement(s) and the rules and procedures for submitting a claim(s) and obtaining coverage is at the sole discretion of the Board. As determined by the Chancellor, any unreasonable failure and/or refusal by the Contractor and/or its agent(s) to accept and process a claim(s) from the Board, the City and/or their agent(s) and/or any unreasonable disclaimer(s) of coverage by the Contractor and/or its agent(s) shall entitle the Board to deduct from any Compensation due and owing to the Contractor the amounts, as determined by the Board and/or the City, of any and all resulting losses, damages, expenses (including, but not limited to, reasonable attorney fees), claims, demands, judgments, suits, allegations, liabilities, settlements and/or other costs that the Board and/or the City shall incur regarding any affected claim(s) and/or denial of coverage. The foregoing provisions shall apply equally to any subcontractor(s).

^[1] Included here are any combinations, limited partnerships, joint ventures and/or any other combined activities in which the Contractor and/or any subcontractor(s) may participate.

WORKERS' COMPENSATION INSURANCE

If this contract be of such character that the employees engaged thereon are required to be insured by the provisions of Chapter 6515 of the laws of 1922 known as the Workmen's Compensation Law, and with act amendatory thereof, the same shall be void and of no effect unless the person, firm or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of this contract, such employees in compliance with the provisions of said law.

Insurance must comply with Workmen's Compensation Law. The Contractor shall not begin work at, about, or upon, the property of the New York City Department of Education until filing with the Executive Director, Division of Contracts and Purchasing, a certificate showing compliance with the provisions of said law. Such insurance shall be kept during the life of this contract (inclusive of guarantee periods when applicable) and until the

completion of said deliveries or services-work to be performed is accepted by the New York City Department of Education contractor shall only engage subcontractors when contract permits who comply with the workman's compensation.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

(INCLUDING PRODUCT (S) LIABILITY INSURANCE)

Shall insure the vendor and the vendor's agents, the New York City Department of Education and the City of New York during the performance of work under this contract against all present and future claims for bodily injury, sickness, disease, death, and property damage as may arise because of any services/work performed or goods provided by the vendor or by anyone employed by the vendor, either directly or indirectly.

The limit of liability under this Comprehensive General Liability Insurance coverage (including Products Liability Insurance) for bodily injury, sickness, disease, or death shall be at least **\$1,000,000** per occurrence.

The limit of liability required for property damage shall be at least **\$100,000** for one claimant in any one occurrence but not more than **\$200,000** for two or more claimants in any one occurrence. Such damages shall include all injury to, or destruction of, property of such claimant as well as the loss of use occasioned by the occurrence.

MOTOR VEHICLE LIABILITY INSURANCE

Shall insure the vendor, the vendor's agents, the New York City Department of Education and the City of New York during the performance of work under this contract against all present and future claims for bodily injury, sickness, disease, death and property damages which may arise because of a motor vehicle accident.

The limit of liability shall be at least **\$1,000,000** for all injuries sustained in any one occurrence.

The limit of liability required for property damage shall be at least **\$100,000** for one claimant and at least **\$200,000** for two or more claimants in any one accident. Such damages shall include all injury to, or destruction of, property of such claimant as well as the loss of use occasioned by the accident.

PROPERTY LOSS INSURANCE

The limit of liability shall be at least **\$500,000** per occurrence protecting the supplies, equipment and property, etc. of the New York City Department of Education against "All Risks" of loss, which include, but are not limited to, fire, lightning, windstorm, hail, riot, civil commotion, vandalism, malicious mischief, burglary, theft, floods, earthquakes, hurricanes, tornadoes and other perils including mysterious disappearance while supplies, etc. are in the possession, control or responsibility of the contractor, sub-contractor or anyone directly or indirectly employed by either of them.

In the event there is a loss incurred as a result of any of the above, reimbursement for claims submitted shall be on a dollar for dollar basis for the cost incurred by the Department for either the loss of services, repair, restoration or replacement, whichever is applicable. This coverage may be a "Department Form" policy covering any/all possible contingencies.

SUB-CONTRACTORS' INSURANCE

Should the awarded Contractor retain a Subcontractor to perform any of the services mentioned herein, it is the Contractor's responsibility to insure that Subcontractor maintains the same types of insurance coverage in accordance with the requirements and amounts indicated herein.

SAVE HARMLESS CLAUSE

Contractor hereby agrees to indemnify and hold the New York City Department of Education and the City of New York harmless from all claims, damages, judgment, expenses, attorneys fees and compensation whether in contract or tort arising out of personal injury, including death, or property damage sustained or alleged to have been sustained in whole or in part by any or all persons whatsoever as a result of or arising out of any act or omission of the Contractor, its agents or employees, or caused or resulting from any deleterious substance in any of the products supplied or while the equipment, supplies, etc. are being delivered or the service-work is being performed under this contract, whichever instance is applicable.

CERTIFICATION BY INSURANCE BROKER

The undersigned insurance broker represents to the Board of Education of the City School District of the City of New York (*dba* New York City Department of Education) that the attached Certificate of Insurance is accurate in all material respects and that the described insurance is effective as of the date of this certification.

(Type Name of Insurance Brokerage Firm)

(Type Street Address, City, State and Zip Code of Ins. Brokerage Firm)

(Type Telephone No. and Email Address of Broker's Contact Person)

(Signature of Authorized Official of Broker)

(Type Name and Title of Authorized Broker Official)

Subscribed to and sworn before me this

_____ day of _____, 20_____

NOTARY PUBLIC

This is a sample – an original certificate document should be obtained from the vendor’s insurance company.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		Clear	Save	DATE (MM/DD/YYYY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURANCE LINES	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)
					PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> SECT <input type="checkbox"/> LOC				PRODUCTS - COMM/PROP AGG
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG
	GARAGE LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> ANY AUTO				AGGREGATE
	EXCESS UMBRELLA LIABILITY				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
	<input type="checkbox"/> DEDUCTIBLE				
	<input type="checkbox"/> RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				REGULATORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT
	OTHER				E.L. DISEASE - EA EMPLOYEE
					DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
NEW YORK CITY DEPARTMENT OF EDUCATION AND THE CITY OF NEW YORK, AND THEIR ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES, AS ADDITIONAL INSURED.					
CERTIFICATE HOLDER			CANCELLATION		
City of New York NYC Board of Education 52 Chambers Street New York, NY 10007			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		
ACORD 25 (2001/06)			© ACORD CORPORATION 1988		

APPENDIX A3: PRICE CERTIFICATION CLAUSE (REVISED 11/13/78)

The proposer certifies that the prices, warranties, conditions, benefits and terms quoted herein are at least equal or more favorable to the Department of Education of the City School District of the City of New York than the prices, warranties, conditions, benefits and terms currently quoted by the proposer to any customers for the same or a substantially similar quantity and type of item(s) or services as described herein. This certification shall not apply to prices, warranties, conditions, benefits and terms under contracts in effect between the proposer and other customers at the date of submission of the proposal within, except as provided herein.

The successful proposer (hereinafter called the "Contractor") further certifies that during the period between the proposal submission date and the completion of the term of this contract, should subcontractor offer prices, warranties, conditions, benefits, and terms more favorable than those quoted herein, or provide changed prices, warranties, conditions, benefits and terms more favorable than those quoted herein under a contract in effect at the proposal submission date with any customer, for the same or a substantially similar quantity and type of item(s) or services, then the contractor shall immediately thereafter notify the New York City Department of Education, Division of Contracts and Purchasing. Regardless of whether such notice is sent by the contractor or received by the New York City Department of Education, this contract shall be deemed amended retroactively to the effective date of more favorable treatment, to provide the more favorable prices, warranties, conditions, benefits, and terms. The Department of Education shall have the right and option to decline any such amendment.

If the contractor is of the opinion that an apparently more favorable price, warranty, benefit, condition, and term quoted, offered or provided to a customer is not more favorable treatment, the contractor shall immediately notify the Executive Director, Division of Contracts and Purchasing, of the Department of Education in writing setting forth in detail the reasons why the contractor believes the apparently more favorable treatment is not in fact more favorable treatment. The Director of Purchase, Purchasing Management, after consideration of the written explanation may, in their sole discretion, decline to accept the explanation and thereupon the terms will be at least equal to or more favorable to the Department of Education of the City of New York than the prices, warranties, conditions, benefits and terms offered by the contractor to any customer for the same or substantially similar quantity and type of item(s) and/or services as of the effective date of the revision.

The contractor hereby authorizes the inspection, review and copying of contracts and documents that pertain or relate to the performance of this clause of the contract. The contractor shall be obligated to keep the contracts and documents referred to in the above paragraph during the effective period(s) of this contract and for a period of three years after the final payment of this contract.

APPENDIX A4: REQUIREMENTS FOR WEB-BASED APPLICATIONS

The following only applies to proposals for web based applications. Any web-based application components should satisfy the following NYCDOE requirements:

Scope of Services

- Develop Web in accordance with the Department of Education (DOE)'s existing user equipment and software standards
- Microsoft .NET Framework (version 1.1 SP2)
- Relational database management system (e.g. SQL Server 2000/2005 or Oracle 10g)
- Service-Oriented Architecture (SOA)-compliant
- Microsoft Content Management Server-compatible (if applicable)
- Schools Interoperability Framework (SIF)-compliant (if applicable)
- Reasonable response time to end users (e.g., under 10 seconds based on a 56K modem connection).
- Enterprise-wide reporting & analysis capabilities.

Security Levels

Authentication	Authorization	User Management	Encryption
<ul style="list-style-type: none"> • Uses DOE's user directory. • Unique username and password per individual. • Internal applications: LDAP 3.0, AD forms/integrated auth, SAML 2.0. • External applications: LDAP 3.0, SAML 2.0. 	<ul style="list-style-type: none"> • Based on user roles, with users having one or more roles. • Applications roles/permissions mapped to DOE functional roles. • Supports integration with single sign-on technology. • Authorization is granular to the screen (preferably field) level. • Where possible, authorization is externalized from application code. 	<ul style="list-style-type: none"> • If application requires its own user directory, all usernames, passwords, and roles can be provisioned by the DOE's automated systems. 	<ul style="list-style-type: none"> • For HTTP, FTP, or other protocols over SSL – SSL-128. • For other encryption needs – AES-256. • For RSA key encryption – minimum key length 1024 bits.

The following only applies to proposals for web based applications

System-level Security

- Adhere to New York City government security policies and standards:
- Provide security information (for vendor-hosted applications):
 - Security architecture
 - Placement of data, servers, and firewalls
 - Other network security devices (IPS, monitoring, logging)
 - Host site security
 - Personnel with access to servers
 - Other applications/sites co-hosted on servers
 - Data security
 - Encryption of sensitive data
 - Backup media handling – including 3rd party backup storage
 - Platform security

<ul style="list-style-type: none"> ▪ List of operating system(s), database(s), web server(s), etc., including current version numbers and patch levels ▪ Patch management process and frequency ○ Most recent audit results <ul style="list-style-type: none"> ▪ Overview of most recent security audit findings (must not include specific findings of vulnerabilities, but must include overall summary of findings of general security posture) ▪ Summary of recent penetration test(s) – including 3rd party scans of exposed web sites, pages, and exposed services (must not include specific findings of vulnerabilities, but must include a count by severity of all levels of vulnerabilities discovered) ▪ Reverse Proxy: All web functions operate properly when passed through a reverse web proxy.
<p>Server/Storage Requirements</p>
<p>All application designs must document the answers to the following questions:</p> <ul style="list-style-type: none"> • What is the estimated storage? • What is the storage growth over two years? • What are the specifications for the server? • What are the network/bandwidth requirements? • What archival requirements are there if any?
<p>Browsers</p> <ul style="list-style-type: none"> • Internet Explorer 6.0 • Internet Explorer 7.0 • Firefox 3 for PC • Firefox 3 for Mac • Safari 3 PC • Safari 3 for Mac
<p>Connections Speeds</p> <ul style="list-style-type: none"> • T3 lines for offices. • T1 lines for schools. • All applications must support 56k modem connections. - If expected to be used from off-site locations (home, etc.).
<p>Downloadable Modules</p> <ul style="list-style-type: none"> • Downloads are only allowed in training Centers. • Schools do not support downloads.
<p>Minimum Hardware & Software Requirements</p> <ul style="list-style-type: none"> • Windows Intel 486 machines or higher with 32M RAM. • Apple Mac processors. • Screen resolutions: 800x600; minimum 256 colors use HEX code not RGB. • The system should not have any home or custom-built hardware. Our OS standards are Windows. • If vendor supplies new hardware is expected, it should be "name-brand." hardware. • Downloads: Flash, Java Applets.
<p>Not Supported</p> <ul style="list-style-type: none"> • Flash only websites • Streaming media applications • External Applications that require AD authentication • Client side downloads

APPENDIX A5: MINORITY AND WOMEN OWNED BUSINESS ENTITIES PARTICIPATION

The New York City Department of Education (DOE) has contracts with vendors to purchase the goods and services necessary to ensure that students receive the quality education they deserve. The agency strives to give all businesses, including Minority and Women-Owned Business Enterprises (MWBEs), an equal opportunity to compete for DOE procurements. The agency casts a wide net in search of talented vendors, seeking qualified suppliers from all segments of the community. The DOE's mission is to provide equal access to procurement opportunities for all qualified vendors including MWBEs. The DOE works to enhance the ability of MWBEs to compete for contracts and DOE is committed to ensuring that MWBEs fully participate in the procurement process.

Accordingly, the DOE encourages the participation of MWBEs in this engagement. For evaluation purposes, no rating points will be assigned for MWBE status.

APPENDIX A6: IRAN DIVESTMENT ACT**COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

BIDDER’S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One of the following]

BIDDER’S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
____ Day of _____, 20 ____

Notary Public

Dated:

APPENDIX B: TERMS AND CONDITIONS

1. Definitions

- A. Words used in this Agreement shall have their ordinary meanings in the English language, except that scientific, technical, specialized or foreign words shall be given their appropriate scientific, specialized or foreign meanings, and definitions specifically provided elsewhere in the Agreement shall apply.
- B. The following words, names and titles shall have the following meanings:
- (1) "The Board" means the Board of Education of the City School District of the City of New York.
 - (2) "The City" means the City of New York.
 - (3) "Contract Budget Detail" means the document attached to and incorporated into the Agreement explaining and limiting how funds paid hereunder are to be expended by the Contractor.
 - (4) "The Comptroller" and "The Commissioner of Finance" mean the Comptroller and the Commissioner of Finance of the City, respectively.
 - (5) "The Chancellor" means the Chancellor of the Board.
 - (6) "Approved," "Required," "Directed," "Specified," "Designated" or "Deemed Necessary," unless otherwise expressed, mean approved, required, directed, specified, designated, or deemed necessary, as the case may be by the Chancellor or his designee.
 - (7) "Completion" means full and complete compliance with every requirement of the Agreement by the Contractor as certified by the Chancellor or his designee.
 - (8) "Final Payment" means (i) the payment or refund by the Board or City of any moneys that exhausts the amount of money made available under the Agreement or (ii) any payment marked "Final Payment."

2. Captions

The headings of this Agreement, the paragraphs, and subparagraphs of the Agreement, and of any attachments, are included solely for convenience and reference, and they shall not be used in any way to interpret this Agreement.

3. Conditions Precedent

This Agreement shall not become effective or binding upon the Board until: (1) it shall have been approved as to legal sufficiency by the Board's Office of Legal Services; (2) it shall have been executed by the Chancellor; (3) it shall have been approved as to legal authority by the New York City Law Department; (4) it shall have been registered by the Comptroller; (5) it shall have been approved by the New York State Education Department, if applicable; and, (6) the Comptroller shall have issued a certificate indicating there remains unexpended and unapplied a balance of the appropriation or fund applicable hereto sufficient to pay the estimated expense of performing the Agreement as certified by the Board. A Requirement Agreement for an extended period will require an endorsement upon the Agreement from time to time as services and/or items and materials are ordered, of the sufficiency of the appropriation applicable towards the payment for said services and/or materials as and when ordered. (Rev. 4/16/01)

4. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the Law.

5. Unlawful Provisions Void

If this Agreement contains any unlawful provisions or portions thereof, they shall be deemed deleted from the Agreement and the remainder of the Agreement shall remain in full force and effect. If the deletion of such provision frustrates the purpose of this Agreement, either party may make application to the Chancellor's designee for relief. (Rev. 10/4/02)

6. Religious Activity Prohibited

There shall be no religious worship, instruction, proselytizing, or other religious activity in connection with the performance of this Agreement.

7. Political Activity Prohibited

No Board property provided to the Contractor hereunder for the purposes of this Agreement shall be used for any political activity or to further the election or defeat of any candidate for public office. As used herein the term "Board property" shall include, but not be limited to, supplies, work sites, funds advanced and services.

8. Publication and Publicity

The Contractor or anyone employed by the Contractor may not publish the results of its participation or findings in the performance of this Agreement without the prior written approval of the Chancellor or his designee. All approved publications shall acknowledge that the program is supported by funds from the Board. Five true copies of each approved publication shall be furnished to the Board without charge. (8/29/88)

9. Copyright

If the Contractor or anyone employed by the Contractor shall write, record or otherwise produce copyrightable material within the scope or in furtherance of this Agreement, the Board shall be considered the author for purposes of copyright, renewal of copyright, and termination of copyright and, unless expressly waived in a written instrument signed by the Chancellor or his designee, the owner of all of the rights comprised in the copyright. (6/88)

10. Patents

Any invention or discovery arising out of or developed in furtherance of this Agreement shall be promptly and fully reported to the Board. The Board shall have the exclusive right to apply for patent protection on such invention or discovery and to determine how the rights in said invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered.

11. Accounting or Property

If any property is acquired by the Contractor with funds provided by the Board under this Agreement, the property shall be deemed purchased by the Board for the use of the Contractor during the term of the Agreement shall be permanently embossed "Property of New York City Board of Education" and shall be returned to the Board, at the Contractor's expense, within thirty (30) days after the end of said term, unless the Contractor is otherwise notified in writing by the Chancellor or his designee. (6/21/88)

12. Non-Reimbursable Expenses

The following items may not be claimed as a direct or indirect cost of the Services provided under this Agreement:

- a. rental expense of apartments;
- b. interest on loans;
- c. penalties for delinquent filing of tax returns;
- d. political or charitable contributions;
- e. advertising and promotions;
- f. legal expenses;
- g. key-man life insurance premiums;
- h. federal, state and city income taxes, state and city franchise taxes, and any costs for the preparation of such tax returns;
- i. expenses incurred in preparing for operations;
- j. cost of employee meals and lodging except when traveling outside the City and pursuant to the Contract Budget Detail of this Agreement;
- k. entertainment, gratuities, and any other items of a personal nature;
- l. long distance telephone calls unless directly related to the services provided under the terms of this Agreement;
- m. any expense not ordinary, necessary or reasonable in the performance of the Agreement.

13. Limitation on Overhead

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall be reimbursed for overhead costs equal to the lesser of either (1) the amount specified in the Contract Budget Detail of this Agreement or (2) the amount calculated by multiplying the total direct labor cost plus fringe benefits stated in the Contract Budget Detail of this Agreement by a fraction, the numerator of which shall be the total of all the Contractor's overhead costs during the term of this Agreement for all operations, and the denominator of which shall be the total of all of the Contractor's direct labor costs plus fringe benefits during the Term of this Agreement for all operations.

14. No Extra Compensation

The Contractor shall not seek, ask for, demand, sue for or recover, as extra compensation or otherwise, any sum for labor, materials or Services other than the compensation agreed upon and fixed.

15. Invoices and Payments

The Contractor shall furnish proof of performance with each invoice, and shall comply with all Board requirements concerning the manner in which invoices are to be submitted. The Contractor shall not be entitled to demand or receive full or partial payment, until each and every one of the provisions of this Agreement is complied with, and the Chancellor or his designee shall have given written certification to that effect. Nothing contained herein shall be construed to affect the right hereby reserved by the Board to reject the whole or any portion of the performance, should said certification be inconsistent with the terms of this Agreement, or otherwise erroneously given.

16. Cancellation of Grant Funding

If the goods or Services to be provided hereunder are to be paid for, in whole or in part, by means of grant funding received by the Board from federal, state, city or private sources, the obligation to pay the Contractor shall be subject to the continuing availability of said funding. The Board shall notify the Contractor within five (5) business days from the date the Board receives written notice of the cancellation of grant funding, in whole or in part, whereupon the Contractor may cease further performance of this Agreement to the extent said performance would not be supported by grant funding. However, the Board may, at its option, require completion of performance of this Agreement by the Contractor upon giving written assurance, signed by the Chancellor or his designee, within fifteen (15) business days of the date the Board receives written notice of such cancellation, that the completed performance of this Agreement shall be supported by other available funds.

17. No Estoppel

The Board, City, and their respective departments, divisions and offices, shall not be precluded or estopped by a statement or document issued by or on behalf of the Board or the City, from indicating the true value of Services performed and supplies furnished by the Contractor or by any other person pursuant to or as a result of this Agreement, or from indicating that any such return or certificate is untrue or incorrect in any particular, or that the Services performed and supplies furnished or any part thereof do not in fact conform to the provisions of the Agreement. Notwithstanding any such statement or document, or payment in accordance therewith, the Board and the City shall not be precluded or estopped from demanding and recovering from the Contractor such damages as may be sustained by reason of the Contractor's failure to comply with the provisions of this Agreement.

18. Acceptance of Final Payment

Receipt and negotiation by the Contractor, or by any person claiming under this Agreement, of the Final Payment hereunder, notwithstanding whether such payment be made pursuant to any judgment or order of any court, shall constitute a general release of the Board from any and all claims and liability for anything done, furnished, or relating to the labor, materials, or services provided, or for any act of omission or commission of the Board or its agents and employees. Said release shall be effective against the Contractor and the Contractor's representatives, heirs, executors, administrators, successors, and assigns.

19. Claims – Limitation of Action

No action at law or equity shall be maintained by the Contractor, its successors or assigns, against the Board on any claim based upon or arising out of this Agreement, or out of anything done in connection with this Agreement, unless such action shall be commenced within six (6) months after the date of filing of the voucher for final payment hereunder or within six (6) months of the required completion date for the services performed hereunder, whichever is sooner. None of the provisions of Article 2 of the Civil Practice Law and Rules shall apply to any action against the Board arising out of this Agreement.

20. Notices

The Contractor's address stated on page 1 of this Agreement is hereby designated as the place where all notices, letters or other communications directed to the Contractor shall be served, mailed or delivered. Any notice, letter or other communication directed to the Contractor and delivered to such address, or sealed in a post-paid wrapper and deposited in any post office box regularly maintained by the United States Postal Service, shall be deemed sufficient service thereof upon the Contractor. Said address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Chancellor's designee. Nothing herein contained shall be deemed to preclude or render inoperative personal delivery of any notice, letter or other communication, written or oral, to the Contractor. Whenever it shall be necessary or required to prove the delivery of any notice, an affidavit describing such delivery shall be conclusive evidence of such delivery.

21. Amendments and Waivers

- A. This Agreement may be amended by a written instrument signed by an authorized officer for the Contractor, and by the Chancellor or his designee. No amendment materially affecting the substance hereof shall be effective unless authorized by the Chancellor, and a copy of said authorization is attached to the amendment and incorporated therein. (Rev. 11/27/02)
- B. No waiver by the Board of any term or condition hereof shall be effective unless in writing and signed by the Chancellor or his designee. Any waiver shall be specifically limited to its terms, and shall not be deemed applicable to subsequent like circumstances.
- C. Any purported oral amendment or waiver shall be void.

22. Suspension of Deliveries

The Chancellor or his designee, may postpone, delay, or suspend the delivery of the goods or Services, or any part thereof, without additional compensation to the Contractor. In such event, (A) the time established for performance by the Contractor of any duty during the Term of this Agreement may, at the Contractor's option, be extended for the number of days the Contractor

was delayed by said suspension, postponement, or delay provided the Term is not thereby extended; however, (B) the Term may, at the Board's option, be extended for the number of days the Contractor was delayed by said suspension, postponement, or delay.

23. Cancellation

- A. If the Contractor violates any provision of this Agreement, the Chancellor or his designee may pursue any legal or equitable remedies available to the Board. In addition, the Chancellor or his designee may seek to have the Contractor declared in default by a panel to be designated by the Chancellor. In the event that the Chancellor's designee shall determine the Contractor to be in default, the Board may cancel this Agreement and shall thereafter be relieved of all liability hereunder. Upon a finding of default in violation of this contract, the Contractor shall be deemed not responsible and disqualified from bidding for a period of four years, unless in such finding of default, a lesser penalty is imposed by reason of mitigating circumstances. (Rev. 10/4/02)
- B. In the event of breach of this Agreement by the Contractor, the Board shall have the right to cancel and terminate said Agreement, and the Contractor shall be liable to the Board for any additional cost of completion of the within services, the Board's other costs in connection with the termination, reletting and completion of the services. All such costs, along with any liquidated damages for delay provided herein, may be assessed by the Board against the Contractor and deducted by the Board from payment to be made to the Contractor under this or any other Agreement at any time between the Contractor and the Board or City. In the event that said costs exceed all sums owed at the termination date of this Agreement, the Contractor shall pay the amount of such excess to the Board upon notice from the Board of said amount, and in the event that said costs and liquidated damages are less than the sum payable under this Agreement as if same had been completed by the Contractor, the Contractor shall forfeit all claims to the difference to the Board. If the Board undertakes to secure the services or any part thereof under this section of the Agreement, the certificate of the Chancellor or his designee indicating the amount of services secured, the cost and excess cost, if any, of completing this Agreement, and the amount of liquidated damages hereunder, shall be conclusive and binding upon the Contractor, its assigns and all other claimants.

24. Board Determination

The Chancellor or his designee shall in all cases determine the acceptability of the labor, materials, or Services which are delivered pursuant to this Agreement, including but not limited to their quality, delivery, and condition, and shall in all cases decide every question which may arise relative to the performance of this Agreement. The Contractor may not rely upon, and the Board shall not be bound by, any explanations, determinations or other statements by or from the Board which are not in writing and signed by the Chancellor or his designee.

25. Investigations

25.1 The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

25.2(a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to

testify before a grand jury or governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York; or,

25.2(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then:

25.3(a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license may convene a hearing, upon not less than (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

25.3(b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 25.5 below without the City and Board incurring any penalty or damages for delay or otherwise.

25.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City and Board; and/or

(b) The cancellation or termination of any and all such existing City and Board contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender

for fair value prior to the issuance of the notice scheduling the hearing, without the City and Board incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the Board.

25.5 The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete

books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

- (b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
 - (c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City and the Board.
 - (d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 25.4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 25.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- 25.6
- (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 - (b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
 - (c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, licenses, leases, or permits from or through the City or Board or otherwise transacts business with the City or Board.
 - (d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- 25.7 In addition to and notwithstanding any other provisions of this agreement, the commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event the Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or Board, or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Contractor or affecting the performance of this agreement.

26. Reports, Inspection and Records

- A. The Contractor shall promptly provide all reports required by the Board, including without limitation, financial, program, statistical, analytical, narrative and progress reports. Unless otherwise provided herein, the final payment hereunder shall not be made until all reports have been submitted and approved by the Board.
- B. The Contractor shall, until six (6) years after completion of its services hereunder or six years after date of termination of this Agreement, whichever is later, maintain and retain complete and correct books and records relating to all aspects of the Contractor's obligations hereunder. Records must be maintained separately, so as to identify clearly the hours charged to this Agreement and be distinguishable from all other hours charged which are not related to this Agreement.

- C. The Contractor shall make its staff, and premises, books, records, operations, and Services provided under this Agreement, and those of its subcontractors, available to the Board and to any person, agency or entity designated by the Board, at any time, for program, audit, fiscal audit, inspection, observation, sampling, visitation and evaluation, and shall render all assistance and cooperation for said purposes. The Contractor agrees to attend, upon demand, any investigation conducted by the Board to produce any records and other documents required by the Board at that investigation, to cooperate with the Board, and to give sworn testimony pertaining to those documents or the subject of the investigation; provided only that the investigation, testimony, records and documents relate to the subject of the Contractor's relationship with the Board of Education. If a corporation, partnership or government agency, the Contractor agrees to require its officers, employees and partners to comply with the foregoing.
- D. In its record keeping the Contractor shall also comply with all federal, state and local laws and regulations pertaining to such records, including, without limitation, the regulations of the Comptroller, and shall require its subcontractors to do likewise.
- E. In the event that any federal, state or local government agency, or other public or private agency conducts an audit of any of the Contractor's operations which pertains directly or indirectly to the goods and services provided pursuant to this Agreement, within five (5) working days after receipt by the Contractor of notice of the commencement of such audit the Contractor shall give notice of such commencement to the Board; and within five (5) working days after receipt by the Contractor of a copy of any resulting interim or final audit report, the Contractor shall supply one copy thereof to the Board. (6/24/88)

27. Non-Assignment of Contract

The Contractor shall give its personal attention to the faithful performance of this Agreement. The Contractor covenants that it will not assign, transfer, convey, sublet or otherwise dispose of this Agreement or its right, title or interest therein or its power to execute such Agreement, to any other person or corporation without the previous written consent of the Chancellor or his designee. Request for permission to assign a contract shall be submitted in writing to the Chancellor's designee, Executive Director of the Division of Contracts and Purchasing, 65 Court Street, Brooklyn, New York 11201. A non-refundable processing fee of \$250.00 for contract amounts less than \$100,000.00 and \$500.00 for contract amounts \$100,000.00 or greater shall be submitted with the request. Said fee shall be by check or money order and made payable to the New York City Board of Education, Division of Contracts and Purchasing. The Chancellor's designee shall grant or deny such requests after consultation with the appropriate Division or Office, the decision is final and binding. If the Contractor in any way violates the terms of this provision, the Board shall have the right to cancel and terminate this Agreement, and the Board shall thereupon be relieved from all liability hereunder. Nothing contained herein shall be construed to affect an assignment by the Contractor for the benefit of its creditors made pursuant to the statutes of the State of New York. No right under this Agreement, or to any monies due or to become due hereunder, shall be asserted against the Board or the City in law or in equity by reason of a purported assignment of this Agreement, or any part thereof, or of any monies due or to become due hereunder, unless authorized as aforesaid. (Rev.11/27/02)

28. Contractor's Staff

The Contractor shall employ or contract for the services of only competent workmen, consultants, independent contractors and other employees as are, or reasonably may be, necessary for the performance of the Services hereunder.

The Contractor warrants that it shall be solely responsible for its employees' work, direction, safety and compensation. (6/84)

The Contractor agrees to replace immediately any employee, and not engage such employee in the performance of this Agreement, if the Contractor is notified in writing that, in the opinion of either the Chancellor, a Community Superintendent, or their designees, such employee is incompetent or otherwise impedes the performance of the services hereunder.

29. Confidentiality of Records

All personally identifiable student and staff information obtained by or furnished to the Contractor by the Board, and all reports and studies containing such information prepared or assembled by the Contractor, are to be kept strictly confidential by the Contractor and shall not be provided or disclosed to any third party without the express written permission of the Chancellor or his designee. The Contractor shall limit access to such material in its control to those of its employees performing services pursuant to this Agreement strictly on a need to know basis. The Contractor shall restrict its use of the information to its performance under this Agreement and shall return all such material to the Board upon the completion of the services herein.

30. Testimony

If the project which is the subject matter of this Agreement at any time becomes involved in a proceeding, to which the Board or the City is a party, before any court, board, tribunal, panel, arbitrator, referee or agency, the Contractor shall provide such knowledgeable witnesses as the Board shall require, free of additional compensation of any kind. Nothing herein shall require the Contractor to provide testimony in any proceeding in which it is a party with interests opposed to those of the Board.

31. No Personal Liability

Neither the Chancellor, nor any board members, nor any officer, employee, agent or representative of the Board or of the City shall be personally liable, based upon any theory of law or equity, to the Contractor or to any party claiming on behalf of or through the Contractor, under this Agreement, or by reason of any individual's actions or failure to act in any way connected with this Agreement, whether or not the action shall have been within or without an individual's scope of authority. The scope of this provision includes personal injury to any personal interest (commercial or otherwise), physical injury (including death), property damages, and any pecuniary damages where such injuries or damages result from or arise out of negligence. The Contractor further waives any and all rights to make a claim or commence an action or special proceeding, in law or equity, against any of the aforementioned individuals, and the Contractor hereby assigns its complete right, title, and interest in any such claim, action, or special proceeding to the Board. (Rev. 12/12/02)

32. Indemnification

The Contractor shall protect, indemnify and hold harmless the Board and the City from any and all claims, suits, actions, costs and damages to which the Board and the City may be subjected by reason of injury to person or property, or wrongful death, as may result of any act, omission, carelessness, malpractice or incompetence of the Contractor, or anyone employed or engaged by the Contractor, in connection with the performance of this Agreement. (12/19/02)

33. Conflicts of Interest

A. Except as stated in paragraph B, no non-governmental Contractor may have on its Board of Directors (or comparable body), employ or have under contract for services (1) any

present full-time officer or employee of the City of New York or the Board of Education or any part-time officer or employee of the Board, or (2) any present full-time officer or employee of the City on leave from the City or the Board or any part-time officer or employee of the Board currently on leave from the Board. Generally, the Conflicts of Interest Board may grant waivers of this provision, if an employee or officer is not involved in the Contractor's business with the City or the Board. Said waivers are discretionary and must be approved prior to the commencement of services by that individual. The Board of Education's Ethics Officer must be contacted if an officer or employee wishes to request a waiver. (Rev. 12/12/02)

- B. No Board of Education officer or employee may serve as an unpaid member of a Board of Directors (or comparable body) of a non-governmental not-for-profit Contractor without the permission of the Chancellor. To obtain this permission, the officer or employee must contact the Board of Education's Ethics Officer. All other City officers or employees may serve as unpaid members of Boards of Directors (or comparable body) of a non-governmental not-for-profit Contractor, if the officer or employee has no involvement with the Contractor's business with the City or the Board. (Rev. 11/27/02)
- C. No officer or employee of the Board of Education, or the officer or employee's spouse/domestic partner or unemancipated child(ren) can have an ownership interest in the contractor, defined as an interest which exceeds five percent of the firm or an investment of \$32,000 in cash or other form of commitment, whichever is less, and any lesser interest when the officer or employee or spouse, unemancipated child(ren), or domestic partner exercises managerial control or responsibility regarding any such firm. For Contractors with stock that is publicly traded, compliance with this subparagraph C is the obligation of Board of Education employees and officers. (1/16/03)
- D. No former officer or employee of the Board may appear before the Board on behalf of a non-governmental Contractor within one year of the former officer or employee's termination of service with the Board. An appearance before the Board includes all communications with the Board. However, a former employee of the Board is not prohibited from serving on a non-governmental Contractor's Board of Directors (or comparable body), or from employment or contracting for services with the Contractor, provided that the former employee does not appear before the Board within one year of the termination of service with the Board.
- E. No former officer or employee of the City (including the Board) may have any involvement on behalf of a non-governmental Contractor with any aspect of a contract, including services under that contract, if that former officer or employee was involved substantially and personally with any aspect of that contract while employed by the City. Any former City employee whose duties for the City or the Board involved a contract shall contact the New York City Conflicts of Interest Board for clarification before having any involvement with the contract on behalf of a non-governmental Contractor or any other private interest.
- F. The Contractor warrants that, other than a bona fide employee or contractor regularly working as a sales representative for the Contractor, no person, selling agency, or other entity has solicited or secured this Agreement, or has been employed or retained to do so, for a commission, percentage, brokerage fee or contingent fee.
- G. The Contractor shall not give, and warrants that it has not given or promised to give, any gift to a community school board member, school leadership team member or to any officer, employee or other person whose salary is payable in whole or part from Board or City funds, or other funds under this Agreement. The word "gift" shall include, without limitation, money, tangible goods, services, loans, promises or negotiable instruments. (2/13/01)
- H. If the Contractor violates any provision of this paragraph, the Board may, at its option: (1) cancel and terminate this Agreement and be relieved of all liability hereunder; (2) deduct all amounts paid by the Contractor or other value given by the Contractor in violation of

this paragraph from payments made or to be made to the Contractor under this or any other Agreement at any time; (3) require the refund of any funds paid hereunder; (4) any combination of the foregoing; or (5) any other action the Board deems necessary and appropriate as permitted by law. Any breach of the warranties or violation of the provisions of this paragraph shall be grounds to find the Contractor or its principals as not a responsible bidder on other Board or City contracts.

- I. Provider shall adhere to the Central Board of Education policy on Conflicts of Interest, the Chancellor's Regulations on Conflicts of Interest C-110, and the New York City Charter provisions on Conflicts of Interest which are hereby incorporated by reference as if fully attached hereto.

34. Antitrust

The Contractor assigns to the Board its right, title and interest in and to any claim or cause of action arising under the antitrust laws of New

York State or the United States relating to the goods or Services purchased or procured by the Board pursuant to this Agreement.

35. Merger and Choice of Law

This written Agreement constitutes the entire agreement of the parties, and no other prior or contemporaneous agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto, or to vary any of the terms contained herein. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to its conflict of law rules.

36. Participation in an International Boycott

- A. The Contractor agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- B. Upon the final determination by the Commerce Department or any other agency of the United States that the Contractor or a substantially-owned affiliated company thereof, participated, or is participating, in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Chancellor or his designee may, at his option, render forfeit and void this contract. (1/12/89)

37. No Discrimination

- A. The Contractor will strictly comply with all applicable Federal, State and Local laws pertaining to the subject of discrimination on any ground, as they may now read or as they may hereafter be amended.
- B. The Contractor is, and will remain, an Equal Opportunity Employer. In addition to the other requirements of this paragraph 37, the Contractor shall provide equal opportunity for all qualified persons, and shall not discriminate in employment because of race, creed, gender, color, age, sexual orientation, national origin, handicapping condition, marital status, or religion and shall promote the full realization of equal opportunity. (Rev. 9/20/88)
- C. Pursuant to the provisions of the New York State Labor Law, the Contractor agrees, in its operations performed within the State of New York:

- (1) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (3) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated by the contractor or subcontractor, or anyone acting on behalf of the contractor in violation of the provisions of the contract;
- (4) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract;
- (4) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York; and
- (6) That the Board is, for purposes of this subparagraph C., a "state or municipality." (Rev. 11/25/96)

38. Equal Employment Opportunity Requirements for Professional Contractors

A. Definition of Terms for the Implementation of a Program of Affirmative Action.

The following terms, when used in this paragraph, shall have the meanings given for them.

- (1) "Employee": Any person employed full or part-time in any capacity by the Contractor or sub-contractor.
- (2) "Minority Groups and Affected Classes": Blacks, Hispanics (Non-European), Asian Americans, American Indians, females and individuals with handicapping conditions.
- (3) "Program of Affirmative Action": A detailed, result-oriented set of written procedures submitted by a Contractor or sub-contractor which when implemented with conscious effort results in compliance with the Equal Opportunity Policy herein, through full utilization and equal treatment of minorities, women and individuals with handicapping conditions at all levels and in all segments of the Contractor's or sub-contractor's work force. An effective Program of Affirmative Action shall include but not necessarily be limited to, the following elements: (Rev. 9/20/88)

- (a) Development or reaffirmation of the Contractor's or sub-contractor's Equal Opportunity Policy;
 - (b) Dissemination of the Policy;
 - (c) Responsibility for implementation;
 - (d) A survey and analysis of employment at all levels and in all categories and aspects of the Contractor's or sub-contractor's work force, which determines if and at which levels, categories, and aspects there is an underutilization of minority and female employees;
 - (e) An analysis of employment policies and practices, including but not limited to seniority systems, recruitment, training, promotion, insurance and job benefits and their effects upon minorities, women and individuals with handicapping conditions;
 - (f) Corrective actions taken, or to be taken, toward the elimination of any employment policy or practice having a discriminatory effect on minority group members and women; and
 - (g) Description of the Contractor's efforts to engage, as sub-contractors, bona fide minority business enterprises and female enterprises.
- (4) "Goals and Timetables": Projected levels of achievement resulting from an analysis by the Contractor or sub-contractor of its deficiencies, and of what it can reasonably do to remedy them within a specified time period.
 - (5) "Underutilization": Having fewer minorities, women and individuals with handicapping conditions in a particular job classification than would reasonably be expected by their availability in the appropriate labor force.
 - (6) "The Office": The Office of Equal Opportunity of the Board.

B. Required Program of Affirmative Action

- (1) The Contractor is required to identify and eliminate overt and covert discriminatory practices and implement the Program of Affirmative Action. Upon demand of the Office the Contractor shall submit to the Office a detailed written Program of Affirmative Action (hereinafter referred to as a "P.A.A."). In the event the Contractor submits a P.A.A. not acceptable to the Office, the Office will require the correction or revision of the P.A.A. to its satisfaction.
- (2) In the event the Contractor fails to submit such an acceptable P.A.A. within the time specified in the demand, the Contractor may be declared in default. The Director shall be the sole judge of the P.A.A.'s acceptability. The P.A.A. shall:
 - (a) Apply to all Board of Education professional services contracts with the Contractor;
 - (b) Encompass all phases of the employment process, including evaluation of job classification to ensure job relatedness, recruitment, selection, validity of examinations, retention, layoffs, seniority, assignments, training, promotion, salary and benefits;
 - (c) Fulfill the following requirements:

- (i) Include measurable goals, reasonable timetables and specific programs to be implemented by the contractor to identify and eliminate deficiencies in employment practices with respect to the underutilization of members of minority groups and members of affected classes;
- (ii) Include a statement of the present utilization of minority group members and women in the Contractor's work force and a projection of the minority utilization in the Contractor's work force for the life of the Contract and for at least a one-year period succeeding its completion. This statement and projection shall include present and projected (1) rates of hiring and promotion of minority group members and women in specific job categories at each wage rate within each level of employment and according to major organizational unit, and (2) percentages of minority group and women utilization in specific job categories at each wage rate within each level of employment, and according to major organizational work force;
- (iii) Include all of the Contractor's facilities within New York City as well as those facilities located elsewhere within the continental limits of the United States;
- (iv) Specify the union(s) or other employee organizations to which the Contractor's employees belong, and shall include commitments to good faith efforts to effect Equal Opportunity changes directly or indirectly, in programs by such unions or organizations to recruit, train, qualify or otherwise select members, if such changes are deemed necessary. The P.A.A. shall also include a copy of any agreement with an employee association which affects employment policies and practices;
- (v) Be submitted in such format as shall be specified by the Director of the Office;
- (vi) Include a commitment to submit to the Director a separate P.A.A., of the form (i) to (v) hereof, for each subcontractor prior to approval of the subcontractor by the Board of Education;
- (vii) Include a written evidence or proof which shows that minority entrepreneurs have been solicited and given an equal opportunity to submit proposals and that such proposals have been given equal consideration for award;
- (viii) Contain commitments as to goals for minority and affected classes employment and adoption of equal employment practices not less strict than the commitments contained in the Contractor's most recent P.A.A. which was approved by the Office.

C. Compliance Inspection Report

Upon demand of the Office the Contractor shall, within the specified time, submit to the Office a Compliance Inspection Report. The completed Compliance Inspection Report must be returned to the Office within such time as is specified in the requisition for information accompanying the report form.

D. Conferences

The Contractor shall attend such conferences as shall be required by the Office for the purpose of acquainting it with the statutory and contractual requirements and what specific measures shall constitute an acceptable P.A.A.

E. Implementation of P.A.A.

During the Term of the Contract, the Contractor shall successfully implement the P.A.A. approved by the Office.

F. Default

If, in the opinion of the Office, the Contractor has breached any of the requirements of paragraphs 36 or 37 hereof it may seek to have the Contractor declared in default by the Chancellor's designee as provided elsewhere herein. (Rev. 10/10/02)

For further information concerning these rules, regulations or procedures, contractors may consult with the Office of Equal Opportunity of the Board.

39. MacBride Principles Provisions for Board of Education Contractors

ARTICLE I. MACBRIDE PRINCIPLES

PART A

In accordance with section 6-115.1 of the Administrative Code of the City of New York, the Contractor stipulates that such Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contract either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

For purposes of this section, the following terms shall have the following meanings:

"MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;

- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II. ENFORCEMENT OF ARTICLE I.

The Contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that the Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the Contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or contractors. In the case of a requirements contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law. (8/92)

40. Set-Off Rights

The Board shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Board's option to withhold for the purposes of set-off any moneys due and owing to the Board with regard to this Agreement, any other agreement with the Board, including any agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to

the Board for any other reason. The Board shall exercise its set-off rights in accordance with normal Board practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Board, its representatives, or the State or City Comptroller. (1/95)

41. Non-Collusive Bidding

If this Agreement was awarded by the Board based upon the submission of bids or proposals, Contractor warrants under penalty of perjury, that its bid or price quotation was arrived at independently and without collusion aimed at restricting competition. (10/92)

42. Intentionally Left Blank (Burma Provision Deleted 9/6/01)

43. Intentionally Left Blank (Year 2000 Compliance Required Deleted 11/27/02)

44. Fair and Ethical Business Practices

A. Fair and Ethical Business Practices shall be strictly adhered to during the term of this Agreement. During the term of this Agreement, Contractor shall not:

- (1) File with a government office or employee, a written instrument which intentionally contains a false statement or false information;
- (2) Intentionally falsify business records;
- (3) Give, or offer to give, money, gifts or anything of value or any other benefit to a labor official or public servant with intent to influence that labor official or public servant with respect to any of his or her official acts, duties or decisions as a labor official or public servant;
- (4) Give or offer to give, money, gifts or anything of value or any other benefit to a labor official or public servant for any reason;
- (5) Give, or offer to give, money, gifts or other benefit(s) to an official or employee of a private business with intent to induce that official or employee to engage in unethical or illegal business practices;
- (6) Knowingly participate in the criminal activities of any organized crime group, syndicate or "family," nor shall any person employed by or associated with any such organized crime "family," syndicate or group participate through criminal means in any of the business affairs of Contractor.

B. Contractor certifies throughout the term of this Agreement, that there have been no changes in circumstances, conditions or status of Contractor's qualification(s) as reflected in Contractor Questionnaire or other such documents submitted to the Board. Any change in the information provided by Contractor in its questionnaire currently on file with the Board must be immediately reported to the Board. In addition, Contractor shall immediately notify the Board of any of the following events if it becomes known that any director, partner, officer, member or employee of Contractor, or any shareholder owning 5% or more of Contractor's membership interests:

- (1) is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or
- (2) is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
- (3) is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime. (10/8/98)

45. Indemnification Language

The Contractor shall defend, indemnify and hold the Department and the City harmless from and against any and all claims, suits, damages, judgments, liabilities, costs, and expenses, including reasonable attorneys' fees, to which they may be subject because of or related to any claim that the Copyrightable Materials or their use constitutes an infringement by the Contractor or a violation by the Contractor of the copyright, patent, trademark, or any other property or personal right of any third party. For the purposes of this provision, "Copyrightable Materials" shall include any reports, documents, data, photographs, software, and/or other materials provided pursuant to this agreement, regardless of whether the copyright in such materials is or shall be owned by the Department, the Contractor, or third parties. This indemnification shall survive the termination or expiration of this Agreement. This indemnification provision shall not be limited in any way by the Contractor's obligations to obtain insurance as provided under this Agreement. Furthermore, Contractor shall defend and settle at its sole expense all suits or proceedings brought against Contractor arising out of the foregoing. However, in cases involving software, no such settlement

shall be made that prevents the Department from continuing to use the software without the Department's prior written consent, which consent shall not be withheld unreasonably. 1/15/03

APPENDIX C: WORK ORDER

System Wide Professional Services Requirements Contract

This work order is required prior to issuing a purchase order to ensure that the district/school/office and the vendor are in agreement as to the terms of the purchase. No purchase order will be issued without a complete and signed work order. This work order does not replace the contract terms. Rather, it explains the terms for this specific engagement.

Pricing and services must be wholly consistent with the terms and conditions of the contract.

VENDOR NAME:	
ADDRESS:	
CONTACT:	
TEL./FAX:	
E-MAIL:	

Date Issued _____

District # _____ School _____

Contract # _____ Vendor # _____

I hereby certify that the attached scope of work accurately and completely describes the work to be performed and is consistent with the terms of the above-referenced contract

Authorized Vendor Signature _____ Date _____

Signature of Principal/Superintendent or designee _____ Date _____

.....FOR DISTRICT USE ONLY.....

Purchase Order Number _____

Location Code _____

Date Issued _____ Contract # _____

Scope of Work

(Make copies as necessary)

Services to be delivered. For each service, include service description, number of recipients, location of service, date(s)

Unit Unit Cost# Units Total Cost

of service, deliverables, if any, as well as unit, cost, number of units to be purchased and the total cost of the units. Please refer to the sample.

1. CREATING A MUSEUM IN THE SCHOOL – Students will actively

Participate in the creation of a museum/gallery in PS. 88. 5 sessions,

11/10/02-11/14/02, 25 students, \$50 per student. Student \$50 25 \$1,250

2. PROFESSIONAL DEVELOPMENT WORKSHOPS – Teachers will be

Receiving 4 workshops in music, theater and the visual arts. 12/1, 12/5-12/6,

And 12/8/02. Workshops run 2 hours. 15 teachers, \$100 per workshop. Workshop \$100 4 \$400

TOTAL COST

APPENDIX D: INVOICE FORM

On the following page is a suggested standard invoice form to be used when billing the Department of Education for services. This form contains the minimum information we require to process your invoice. The fields on the invoice form should match the fields on the corresponding Work Order form, Purchase Order, and Contract.

INVOICE FORM

VENDOR'S LETTERHEAD

Vendor's Invoice No.: _____

Date of Invoice: _____

TO: New York City Department of Education

(For address, see Box 3 of the Purchase Order)

NYCDOE Contract #	
NYCDOE Purchase Order #	
Service Dates	
Location of Service (School, District #, etc)	
Vendor Contact Name and Telephone Number	

ITEM DESCRIPTION	CONTRACT UNIT	CONTRACT UNIT PRICE	QUANTITY OF UNITS DELIVERED	AMOUNT
			INVOICE TOTAL:	

VENDOR'S AUTHORIZED REPRESENTATIVE, _____ (NAME AND TITLE), CERTIFIES THE ACCURACY OF THIS INVOICE TO THE NEW YORK CITY DEPARTMENT OF EDUCATION.

SIGNATURE AND DATE

END OF DOCUMENT

**Multiple Task Award Contract Solicitation (MTAC)
Questions & Answers
#R1077 – Professional Development for Instructional Technology**

David N. Ross
Executive Director
Contracts and Purchasing

Susan Dick-McKeon, CPM
Chief Administrator
School Based Procurement

Joy Gentolia
Director
Instructional Service Procurement

No.	Questions	Answers
General Questions		
1	We have an existing MTAC R0812 contract and will expire this year, do we need to propose by the initial submission date per R1077 solicitation?	Yes.
2	Provide list of items, schedule of requirements, procedure guidelines, scope of work, terms of reference required.	All solicitation documents can be downloaded through the vendor portal at https://vendorportal.nycenet.edu/ .
3	If a vendor is already approved under an MTAC contract for similar services, do they need to submit those approved services again for this solicitation? Is there an advantage for applying to multiple MTACs?	Each MTAC solicitation has unique specifications. Therefore vendors should include the services they offer which they believe best meets this request for proposals. However, schools seeking services will solicit proposals from only a single set of MTAC contracts, so if a vendor does not have a contract in that group they will not be eligible to offer services.
4	Will schools receive specific budget for these services?	No.
5	How much will be spent? Is the dollar amount available for this MTAC limited by the resources available to the school/central office?	There is no cap on spending. Orders will be issued on as needed basis. The contracts awarded through this solicitation are requirements contracts. Spend against these contracts will be based on school needs and budget.
6	How do principals know what funds they have available to make purchases?	There is an established DOE process through which schools receive their budgets.
7	Will R1077 replace R0812?	Yes.
8	Is there a preference for vendors to propose for all three components?	No. Vendors can propose for one or all components.
9	My company is 100% for profit, can I submit a proposal?	Yes.
10	Do vendors need to have an approved contract on file in order to be considered for this solicitation?	No.

No.	Questions	Answers
11	How many vendors will be selected/awarded?	There is no predetermined number of vendors.
12	Do we need to submit our insurance forms at the time of submission or at final contracting?	The insurance forms are required as an attachment to your proposal submission.
13	Is this solicitation the only way for emerging organizations that are less than 3 years old to get a NYCDOE Vendor ID?	A vendor number does not allow you to do business with the Department. Awarded vendors would receive a contract and a contract number. There are multiple opportunities for vendors to provide services to the Department. Those can be found on the Division of Contracts and Purchasing website at http://schools.nyc.gov/Offices/DCP/Vendor/Default.htm under "Request for Bids", Request for Proposals" and "Open MTAC Solicitations".
14	Are there pricing models to assist vendors in completing the pricing forms? Is there a range of acceptable fees that we need to abide by?	There are no examples of pricing models or range of fees that we can provide at this time.
15	Does the open enrollment process apply to all the MTAC solicitations?	Yes.
16	Our organization provides only direct student services and not PD, do we meet the minimum qualifications?	No. This solicitation is for professional development services.
17	Is District 75 included in the list of schools that will have access to these services?	Yes.
18	Is District 79 for Adult Learning Centers included in the list to have access to these services?	Yes.
19	Can the letters of references be from NYCDOE or any schools including charter schools in NYC?	Yes.
20	What is the term of this MTAC contract?	5 years.
21	If an individual subcontractor has partnered with another vendor in the past and would like to propose under this solicitation as a prime contractor, will that count as experience for the minimum qualification?	Yes.
22	Can the references from previous contracts be used for this proposal?	Please refer to Section 2 – Minimum Qualifications.
23	Will company names be associated to each question submitted for the Q&A document?	No.
24	How are we impacted if we partner with another organization?	If your organization partners with another, that is acceptable. This contract will be with only one organization, which will be

No.	Questions	Answers
		considered "prime" contractor". Any other organization will be considered a "subcontractor".
25	If an organization (let's call it Org. X) acts a subcontract to another organization (let's call it Org. Y – in this case the prime contractor), can Org. X still submit its own MTAC proposal?	Yes.
26	What advantages do you have for submitting in first batch?	Proposals are reviewed in batches. Proposals submitted after the initial submission date will be reviewed in the order in which they are received and evaluated at a later date.
27	Will vendors be contacted if their pricing is high?	Yes. DCP will conduct price negotiations with vendors recommended by the evaluation committee for an award under MTAC R1077.
28	How is software resource/license built into the contract?	Schools may not purchase software through this services contract. We have separate procurements for commodities. Those can be found on the Division of Contracts and Purchasing website at http://schools.nyc.gov/Offices/DCP/Vendor/Default.htm .
29	Looking at the minimum qualifications, is the 3 year experience needed at the time of submission?	Yes.
30	Is the 3 year minimum qualification requirement flexible if you have higher education?	No.
31	If chosen as a contracted vendor, when would staff have to be in place?	A contract will be awarded based on the staff employed as indicated on the proposal. More staff can be hired to expand capacity at the vendor's discretion.
32	If a proposal is approved, does this approval expire? How long will we be eligible to offer our respective PD services to schools?	Contracts resulting from this MTAC will be for a term of 5 years. Purchase orders issued and approved by NYCDOE schools or offices will determine the specific duration and scale of any programs or services purchased under the contract.
Programmatic/Instructional Questions		
33	Is there a certain number of schools and number of workshops that we should use to determine the cost of our programs? Is it one workshop series in one school?	No. You should propose and price whatever delivery model you have the capacity to offer schools and/or central offices.
34	May vendors propose a variation of days/times/hours to provide services?	Yes.
35	Should the organization chart include staff and sub-contractors along with their resumes?	Yes.

No.	Questions	Answers
36	What kind of licenses/certifications should large companies include in their proposal?	You should include any licenses and certifications held by staff that you believe demonstrate expertise aligned to the services being proposed.
37	Can we provide online (live or recorded) professional development, in addition to face-to-face sessions?	Yes.
38	What standards are you using for effectiveness? Who will be measuring those standards?	Proposals should include evidence of prior success including effective program design, management and evaluation. This may be represented through data supporting positive effects on teacher practice, student achievement or other measures of success.
39	Can the resumes of proposed coaches/mentors be referenced as demonstrating that proposed coaches meet all qualifications?	Proposals must include a description of how the vendor meets the minimum qualifications. Resumes alone will not suffice.
40	Will there be any city-wide programs?	Central offices may look to work with contracted vendors through this MTAC.
41	Does the NYCDOE subscribe to any specific coaching methodology?	There is no citywide coaching methodology that schools must follow. The vendor should work with the individual school and follow their specific coaching process.
42	What data are you looking for and in what format when you mention "Demonstrated Effectiveness"?	Evaluations that you received for your professional development, usage analytics for webinars; letters from a school/school district indicating growth or improvement based on your professional development; evidence of completed work/projects.
43	For the Mentoring Component, how do you want us to define a five-year overview?	In terms of providing an overview in the mentoring component, it is expected that the vendor provide schools with a long term plan to follow once the services are completed.
44	Do you require a New York State Certification for the mentors?	No.
45	Can you please elaborate the differences between Component #2-PD through Curriculum Enrichment Services and #3-PD through Mentoring?	Curriculum Enrichment focuses around a specific content area or curriculum. Mentoring can be a combination of components 1 & 2 with additional services such as observations, experiences and studies for thoughtful analyses along with recommendations and feedback that will increase the integration of instructional technology within the school community. See the scope of services for a detailed explanation.
46	Are there any connections to renewal schools for these contracts?	All schools will have access to this MTAC.



REQUESTS FOR AUTHORIZATION

When your review is complete, type your password (if you are new to the system, or no longer remember your password, Click the "Remind/Get New Password" button and you will receive an e-mail with instructions) and then click on the "Approve" button.

Document Text	Backup Documentation	<u>Instructions</u>
RA7404 VRPA FINAL.12		
Title	Professional Development for Instructional Technology RA15	Procurement Daniel Morales
Tracking Number	7404	Phone (718)-935-4592
District	83 - Division of Talent, Labor & Innovation	Email DMorales37@schools.nyc.gov
Document Type	Request for Authorization	Client Name Winnie Bracco
Type of Purchase	Professional Service	Phone 9178733033
Procurement Method	Multiple Task Award Contract Process	Email wbracco@schools.nyc.gov

APPROVED BY	APPROVAL DATE	PASSWORD
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Lauren Siciliano For Chancellor Approval <i>Chancellor</i>	12/27/2019 12:21:32 PM	<i>Approved</i>
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Lindsey Oates <i>Chief Financial Officer</i>	12/27/2019 9:31:53 AM	<i>Approved</i>
--	--------------------------	-----------------

Howard Friedman <i>General Counsel</i>	12/18/2019 3:34:09 PM	<i>Approved</i>
--	--------------------------	-----------------

Francisco Melendez <i>Contract Compliance Officer (OEO)</i>	12/16/2019 3:58:09 PM	<i>Approved</i>
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Annie Finn Andrews <i>Assistant Budget Director</i>		<i>Information only</i>
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Lauren Siciliano <i>Deputy Chief Operating Officer - Office of the Chancellor</i>	12/26/2019 12:51:48 PM	<i>Approved</i>
Celine Azoulay-Lewin <i>Senior Executive Director, iZone</i>	12/23/2019 10:53:17 AM	<i>Approved</i>
Charlette Hamamgian <i>Senior Executive Director, Division of Contracts and Purchasing</i>	12/16/2019 3:51:43 PM	<i>Approved</i>
Felicia Mojica For Jay Miller <i>Chief Administrator, Vendor Research & Price Analysis (DCP)</i>	12/16/2019 12:39:21 PM	<i>Approved</i>

**REQUEST FOR AUTHORIZATION (RA#15) FOR PROFESSIONAL DEVELOPMENT
SERVICES FOR INSTRUCTIONAL TECHNOLOGY – R1077**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$30,000 / \$150,000	Various incl. Tax Levy & Reimbursable Funds	Five Years	None	None	Multiple Task Award Contract (MTAC) per DOE Procurement Policy & Procedures, Section 3-04	No	Requirements	7404

Vendor Name & Address	Component
Learning Innovation Catalyst, LLC 2711 Centerville Road, Suite 400 Willmington, DE 19808	1

Contract Manager	Lead Contract Manager	Division of Contracts and Purchasing Contact
Winnie Bracco Executive Director, iLearnNYC Office of Innovation	Celine Lewin-Azoulay Senior Executive Director, iZone Office of Innovation	Daniel Morales Procurement Analyst, Instructional Service Procurement

PURPOSE

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Innovation (“OI”) to contract with Learning Innovation Catalyst, LLC. (“LINC”) to provide Professional Development (“PD”) services in instructional technology for educators and administrators in grades Pre-K through 12. These services will be provided at the discretion of participating schools, central offices operating on behalf of schools, or consortiums of schools.

DISCUSSION

To increase the integration of technology across the NY State Next Generation Learning Standards (“NGLS”) and help ensure that educators and their students are equipped with appropriate leading-edge technology and support, the DOE must acquire PD services for its teachers, leaders, coaches, and administrators. These services will focus on improving student performance, enhance and support instruction, and increase schools’ capacity to independently expand the instructional use of computer technology.

Awarded vendors provide PD services in instructional technology and assist with integrating computer technology into instructional programs so that educators and administrators can make appropriate use of computers and other technologies in classrooms. PD program delivery methods include presentations, lectures, workshops, and courses. Vendors who are awarded this contract must maintain practices aligned to the Next Generation Learning Standards, including culturally responsive practices.

It is necessary to contract for these services because the DOE does not possess the capacity of expertise necessary to meet the objectives of this program.

Vendors proposed for one or more of the following three (3) components: 1) PD workshops that will increase teachers’ and administrators’ ability to make effective and appropriate use of computers, telecommunications, the Internet, and related technologies; 2) PD through curriculum enrichment services, through which organizations will develop model lessons and co-teaching archetypes in

collaboration with school-based staff; and 3) PD through mentoring which organizations will provide one-on-one partnerships with classroom teachers. This PD can include a combination of services from Components 1 and 2, and one-on-one services such as observations, experiences, and studies for teaching improvement.

Proposals were evaluated by a minimum of three evaluators. The Evaluation Committee consisted of a Principal, Teacher, Senior Instructional Coaches, and Program Directors from OI. Proposals were scored based on: Program Plan (25 points), Organizational Capacity (25 points), Pricing (25 points), and Demonstrated Effectiveness (25 points). Successful vendors were required to achieve a minimum score of 80 points.

Twenty-six vendors were recommended for contract awards under previous Requests for Authorization, and one is recommended here.

LINC's PD workshop offerings include a blended approach of face-to-face and online services for educators and administrators focused in developing a course of action towards implementing 21st Century Student Centered instructional approach. LINC's program coaches teachers and administrators on digital and online responsibility, including managing students' data, discussion forums, building cultures of support within a blended learning classroom, educator-to-student, and student-to-student.

LINC's negotiated average hourly rate of \$294 has been determined to be fair and reasonable based on the comparison with hourly rates for similar services provided by vendors contracted under this solicitation.

The estimated annual contract amount for LINC is based on the minimum amount for new vendors for PD services in Instructional Technology requirements contracts of \$30,000.

The Multiple Task Award Contract process is the preferred procurement method as this process allows the DOE to award contracts for similar services to multiple vendors in order to meet demand for such services and to offer a choice among vendors.

VENDOR RESPONSIBILITY

A review of Learning Innovation Catalyst, LLC's (LINC) PASSPort submission revealed the following self-reported caution:

- A principal owner of LINC was previously a former principal officer of an unrelated entity, Rocket Learning, LLC (Rocket Learning). In 2016, Rocket Learning was indicted for mail fraud and suspended from bidding on federal contracts. The vendor advised that the LINC's principal owner was not named in the indictment and Rocket Learning ceased operations in 2015.

As the matter above does not involve LINC, the DOE determines the vendor to be responsible.

Appendix E1 - Proposal Form

Section 1. Company Information

See signed documents on the following pages.

Minimum Qualifications

2.1 - Experience

Learning Innovation Catalyst (LINC) has more than three (3) years of experience providing professional development for instructional technology to large urban school districts. LINC's founders (Jason Green, Jaime Pales, and Tiffany Wycoff) have nearly 50 years of combined experience providing consultancy, professional development, and blended learning implementation to teachers and administrators. LINC draws from over 15 years of foundational research of the Model of Generativity developed by Dr. Arnetta Ball of Stanford University's Graduate School of Education. LINC has leveraged this research to help schools achieve generativity - cultures of continuous learning and growth through self and shared reflection and iteration. As generative learners themselves, teachers and administrators become the catalysts for facilitating personalized learning and empowering student agency in 21st century classrooms. Through this process, LINC helps schools achieve real transformation toward student-centered, personalized, and blended learning.

Generativity is the process of establishing cultures of continuous learning and growth through self and shared reflection and iteration

LINC is **currently** serving over 10 school districts, over 50 schools (**17 schools in NYC**) nationally and internationally, and 500+ teachers and administrators.

Client	Schools	Participants	Service Provided
New York City Department of Education (NY)	17 Schools	140 Participants	Delivered coaching to school transformation teams in the areas of blended and 21st century learning over the course of five (5) two-hour workshops. Delivered training to teachers in three (3) schools and at region-wide professional development events. Teacher trainings were focused on effective integration of technology, increasing student-centered learning practices, and designing classrooms and lesson plans to increase blended and personalized learning practices.

Baltimore County Public Schools (MD)	22 Schools	50 Participants	Delivering a series of five (5) workshops in the areas of mindset, culture, learning models, technology rollout, and capacity building to help high school school teachers and administrators effectively implement their blended learning initiative.
Central Kitsap Public Schools (AK)	10 Schools	100+ Participants	Delivered three (3) days of professional development to trailblazer teachers (middle and high schools) and administrators in blended learning foundations.
Hermosa City Beach School District (CA)	2 Schools	100+ Participants	Delivered two (2) days of professional development. Day 1 was focused on building blended learning capacity amongst school transformation teams. Day 2 was focused on building blended learning practice amongst teachers.
Frederick County Public Schools (MD)	30+ Schools	200 Participants	Delivered multiple full-day professional developments in the areas of blended learning and personalized learning to teachers to support effective classroom implementation of blended practices.
Alaska Staff Development Network (AK)	100+ Schools	200 Participants	Led six (6) interactive virtual workshops with teachers and administrators from various districts to focus on the implementation of 21st century culture, blended learning models, and tools.
Gateway District (AK)	2 Schools	50 Participants	Delivered a full day of workshops focused on moving beyond foundational implementation of blended learning to personalization, student agency, and formative assessment. Addressed unique needs of remote district.

Fairbanks District (AK)	2 Schools	30 Participants	Delivered a full day of workshops focused on moving beyond foundational implementation of blended learning to personalization, student agency, and formative assessment. Addressed unique needs of onboarding students in a transient demographic.
Alaska Superintendents Association (AK)	30+ Schools	50 Participants	Delivered keynote and blended learning workshop in the format of whole group rotation to deepen understanding of personalized learning and leading.
Cypress Fairbanks School District (AK)	50+ Schools	200 Participants	Delivered a full day of blended learning workshops at the Cypress Fairbanks Digital Learning Conference in building the blended learning mindset and blended learning teaching practices.
Karl C Parrish School (Colombia)	1 School	120 Participants	This is a large PK-12 school that is currently at the middle point of a schoolwide 5-year 21st century transformation process, including strategic planning, project management, offline and online professional development, and coaching with materially significant results and outstanding customer satisfaction. The school is now a benchmark in Latin America.

Marymount School (Colombia)	1 School	100 Participants	This is a traditional large PK-12 school that is currently at the middle point of a 5-year schoolwide 21st century transformation process including strategic planning, project management, offline and online professional development, and coaching. The school is now a benchmark for similar schools in Colombia.
Colegio Bilingue Valledupar (Colombia)	1 School	75 Participants	This school is in the middle of the first year of a 5-year 21st century transformation project. In just four (4) months, LINC has been instrumental in helping the school get their AdvancED certification for their 21st century strategic vision and planning. Our work has made AdvancED interested in working with LINC to help transform their 30,000 network schools.
Colegio Hebreo Union (Colombia)	1 School	50 Participants	This school is in the middle of the first year of a 5-year 21st century transformation project. In just six (6) months, LINC has created the school's first learning communities and peer coaching teams with significant results.
The Columbus School (Colombia)	1 School	160 Participants	This is the top school in Medellin, the most innovative city in Latin America. LINC has been engaged to perform a 5-year project to take the school to a world-class next generation learning community.

Altamira International School (Colombia)	1 School	75 Participants	This school is in the middle of the first year of a 5-year 21st century transformation project. blended learning is being observed in most classrooms already. Teachers are successfully going from a teacher-centered to a student-centered mindset.
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2.2 - Letters of Reference

See the three (3) letters of reference from organizations LINC has served within the past five (5) years are on the following pages.

Reference #1

Name: Pat Escalante, Superintendent

Address: 1645 Valley Drive, Hermosa Beach, CA 90254

Email: pescalante@hbcsd.org

Phone Number: 310.937.5877

Dates of Service: August 24, 2017 & February 15, 2018 (future workshops scheduled)

Location of Service: Hermosa Beach City School District

Description of Service: Delivered two (2) days of professional development focused on building blended learning capacity among school transformation teams and teachers.

Reference #2

Name: Erin Johnson, Curriculum Specialist - Technology Integration & Secondary Social Studies

Address: 9210 Silverdale Way NW, Silverdale, WA 98383

Email: erinj@ckschools.org

Phone Number: 360.662.1735

Dates of Service: November 6-8, 2017 (future workshops scheduled)

Location of Service: Central Kitsap School District

Description of Service: Delivered three (3) days of professional development to trailblazer teachers (middle and high schools) and school administrators in blended learning foundations.

Reference #3

Name: Eric Haines, Project Manager - Personalized Learning

Address: 191 South East Street, Frederick, MD 21701

Email: eric.haines@fcps.org

Phone Number: 301.644.5125

Dates of Service: November 28, 2017 - present (future workshops scheduled)

Location of Service: Frederick County Public Schools

Description of Service: Delivered 10+ of professional development in the areas of blended learning and personalized learning to teachers to support effective classroom implementation of blended practices.

Program Plan/Narrative

See Appendix E2.

Organizational Capacity

4.1 Organizational Capacity

LINC has adequate human, organizational, technical, and professional resources and abilities to meet the needs of this MTAC. LINC has the organizational capacity to comply with NYCDOE and other relevant administrative and operating policies and procedures. See evidence of our organizational capacity in Sections 4.1.1. - 4.1.5.

Founders

LINC's principal founders are innovative, dynamic leaders in K-12 professional development, specializing in blended learning. Combined, the founders have nearly 50 years of experiences in developing, implementing and delivering professional development in innovative, student centered teaching practices. Two of LINC's founders (Jason Green & Tiffany Wycoff) are co-authors of the best-selling book, *Blended Learning in Action*, which is being used by over 10,000 educators globally to support blended learning practices.

Jason Green

Inspired by his youth development and nonprofit work as an undergraduate student, Jason has dedicated his career to creating positive change in education. As co-founder of LINC, Jason helps schools and districts reimagine and implement 21st century teaching and learning. Jason is co-author of the bestselling book, *Blending Learning in Action* and has spoken at leading universities and conferences, including Stanford, University of Pennsylvania, NCSM, iNACOL, and EdSurge. Prior to launching LINC, POL 87(2)(b) - Employment History

[REDACTED]

Jaime Pales

Jaime is a next generation learning expert and a blended learning trainer and coach with particular knowledge of developing 21st century teaching and learning mindset. He is currently managing some of the most complete 21st century school transformation projects in large learning communities. Jaime has spent years working in schools and inside classrooms developing a deep understanding of the key elements and strategies for sustainable transformation. Jaime co-developed the LINC Taxonomy, one of the most innovative approaches to professional development for teachers. Prior to launching LINC, POL 87(2)(b) - Employment History

[REDACTED]

POL 87(2)(b) - Employment History

Tiffany Wycoff

Tiffany is an innovative educator, author, keynote speaker, and leader with a specialization in blended learning and change leadership. She was an early adopter of blended learning at the K-12 level, teaching and leading in both online and face-to-face settings. Tiffany is co-author of the bestselling book, *Blended Learning in Action*. Prior to launching LINC, POL 87(2)(b) - Employment History

Advisors

LINC advisors are world-class thought and implementation leaders in blended learning.

Dr. Arnetha Ball

POL 87(2)(b) - Employment History

Catlin Tucker

POL 87(2)(b) - Employment History
[Redacted text block]

Coaches

LINC coaches have served as lifelong teachers, principals, curriculum developers, technology specialists, and instructional coaches.

Meredith Lewis

POL 87(2)(b) - Employment History
[Redacted text block]

Kim Weber

POL 87(2)(b) - Employment History
[Redacted text block]

Hiring Criteria

LINC develops an applicant pool for the Coach positions through online job postings, attendance at education conferences, and referrals. Applicants must provide a cover letter and resume. We interview applicants in person and perform criminal and professional background checks prior to hiring. LINC hires dynamic educators to guide school teachers and administrators through implementation of blended and personalized learning at their schools via coaching, mentorship, support, structure, and tools. Coaches assist LINC’s Project Lead and School Project Team in the design of their unique blended learning implementation plan, which will include the readiness assessment, key initiatives to support blended and personalized learning, and an efficacy measurement design to help transform the school into a 21st century learning environment.

Coaches must meet the following minimum requirements:

- A bachelor's degree
- 3+ years of teaching experience
- Experience as a blended learning teacher and/or coach
- Extensive knowledge of digital learning platforms
- Proficiency in blended and personalized learning best practices
- Participation in ongoing, connected professional learning
- Proficiency in blended, digital, and 21st century learning strategies as evidenced by work history, academic and professional credentials, and LINC observation
- Successful completion of LINC's course

Coach Responsibilities

We prefer Coaches who have a master's degree in education and/or education technology and certifications such as Google, Microsoft, or other similar relevant certifications demonstrating their technological knowledge. The responsibilities of Coaches include:

- Collaborating with client leadership in: assessing the school's professional development needs; designing, planning and implementing the professional development program; working with the school administrators to design a system for measuring progress; helping school administrators build a positive, 21st century learning culture and keep the school community informed of the project's progress.
- Contributing to the creation of workshops aligned to the LINC methodology.
- Leading or assisting a LINC team member in the delivery of online and face-to-face trainings.
- Conducting sessions and delivering reports upon completion of onsite and online sessions.
- Providing continuous coaching, mentorship, and support to teachers and administrators that models the hallmarks of 21st century learning.
- Participating in and facilitating Professional Learning Community (PLC) meetings.
- Helping teachers integrate and effectively use digital tools, providing lesson planning assistance, and supporting teachers in analyzing progress reports and assessment data from digital curricula and tools.
- Helping curate appropriate digital learning resources for schools.
- Facilitating the online learning modules for client cohorts of teachers working through the respective platform.
- Promoting teacher collaboration inside and outside the school.
- Promoting a sharing culture by facilitating the ongoing use of a school or cohort hashtag on social networks.

Coach Reflection

To ensure the highest quality of coaching, each coaching session includes a reflection assessment detailing intended goals, outcomes, and areas for continued improvement. See a sample LINC Coaching Reflection, below.

111

What LINC Quadrant(s) were you focused on? *

Culture

Teacher Capacity

Learning

Technology

What were the objectives you were working on within those quadrants? *

Long answer text

What was the biggest takeaway you had from the coaching? *

Long answer text

Please rate each of the following *

	No	Somewhat	Yes
I read or watched the pre-coaching learning materials	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I understand the concepts covered in our coaching session	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know what actions to take to follow up	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The coaching was relevant to my professional learning goals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The LINC coach was prepared and knowledgeable	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Are there any questions or suggestions you have for your LINC coaches?

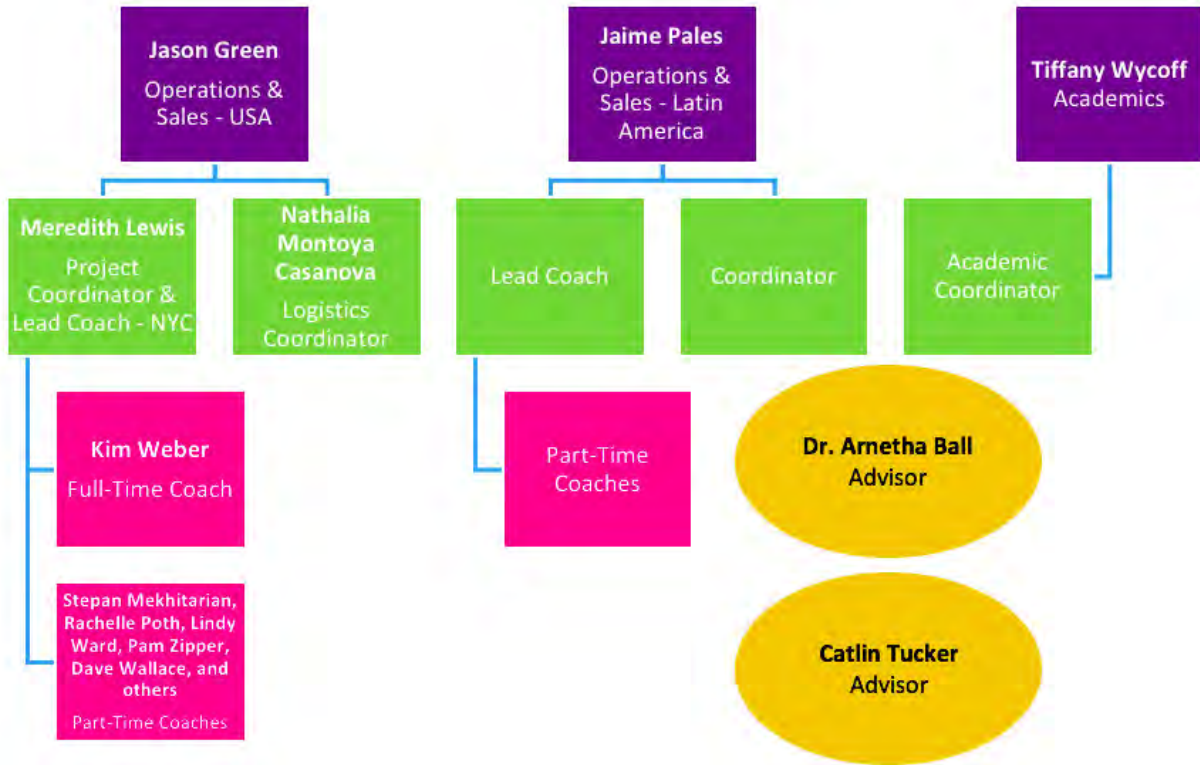
Coach Evaluation

LINC's management team evaluates Coaches after each workshop/session and, more formally, quarterly. LINC's criteria for evaluating instructor performance in both in-person and online workshops/sessions include:

- **Professionalism:** reliability, punctuality, and responsiveness.
- **Quality:** evaluations by participants and school administrators.
- **Impact:** ongoing assessment (where available) of sustained impact on teacher practice, organization/school change, and student performance.

4.1.1. - Organizational Chart for Program

LINC has adequate staff and organizational structure to provide professional development for instructional technology to K-12 teachers and administrators, as well as related professional development. LINC has adequate staff and organizational structure to provide services, as evidenced by our organizational chart, below and resumes provided in Section 4.1.2.



4.1.2 - Resumes

LINC's key employees who will provide the proposed services are listed in the cart, below.

Name	Title	Estimated % of Time on Proposed Services
Jason Green	Co-Founder & Principal	25%
Jaime Pales	Co-Founder & Principal	5%
Tiffany Wycoff	Co-Founder & Chief Instructional Officer	25%
Meredith Lewis	Project Coordinator & Lead Coach - NYC	70%
Kim Weber	Coach	60%
Stepan Mekhitarian	Coach	5%
Rachelle Poth	Coach	5%
Lindy Ward	Coach	5%
Pam Zipper	Coach	5%
Dave Wallace	Coach	5%
Dr. Arnetha Ball	Advisor	5%
Catlin Tucker	Advisor	5%
Nathalia Montoya Casanova	Logistics Coordinator	20%

See resumes on the following pages.

4.1.3 - Project Coordinator

LINC's Project Coordinator for the proposed project is Meredith Lewis.

4.1.4 - Personnel Available for Proposed Services

Personnel available for the various components of LINC's proposed services include the following individuals who are not full-time employees:

Stepan Mekhitarian

POL 87(2)(b) - Employment History
[Redacted]

Rachelle Poth

POL 87(2)(b) - Employment History
[Redacted]

Lindy Ward

POL 87(2)(b) - Employment History
[Redacted]

Pam Zipper

POL 87(2)(b) - Employment History
[Redacted]

Dave Wallace

POL 87(2)(b) - Employment History
[Redacted]

Additional on-staff coaches are available to provide services, as needed. LINC will hire more coaches to meet need.

4.1.5 - Maximum Capacity

Based on our current staffing levels, LINC can accommodate services to up to 500 schools and 50,000 teachers and administrators through a combination of in-person and/or virtual support. Additional staff would be added to meet increased need.

Demonstrated Effectiveness

4.2.1 - Background and Experience

LINC's leadership team has nearly 50 years of combined experience providing blended, student-centered learning and innovative, research-based professional development to K-12 administrators and teachers. We have provided professional development for instructional technology to more than 1,200 school teachers and administrators across more than 50 schools in large urban school districts, including contracts with four NYC schools—East Williamsburg Scholars Academy, Academy for College Preparation and Career Exploration, STEAM Center, and LIFE Academy High School. LINC has provided thousands of hours of workshops, mentoring, and coaching with the goal of supporting a cultural transformation that allows teachers to become the Generative 21st century learners they are tasked with creating.

4.2.2 - Methods and Results

Methods

LINC measures effectiveness through surveys that capture objective, measurable data. [See Attachment #1 for a sample survey.](#)

Results

Results - Surveys

The results of the 215 surveys LINC has collected are as follows:

1. **This experience was valuable to me** - 90.7% Strongly Agree or Agree
2. **You feel that your interests and opinions were valued in the experience** - 90.7% Strongly Agree or Agree
3. **I can apply what I learned in my role as an administrator** - 89.8% Strongly Agree or Agree
4. **The information and content was presented and facilitated in a clear and understandable way** - 94.0% Strongly Agree or Agree
5. **I would repeat this experience and recommend it to a colleague** - 87.0% Strongly Agree or Agree
6. **This experience left me excited to try new things in my practice** - 88.8% Strongly Agree or Agree

7. **How would you compare this professional learning experience to others you have had** - 75.3% Much Better and Better

Results - Observable Progress Along School Transformation Rubrics

LINC uses School Transformation rubrics to identify progress and new practices observed in schools along the four (4) quadrants of culture, teacher capacity, learning environment, and technology infrastructure. Some examples of this progress in NYC Department of Education schools as a result of LINC professional development include the following:

Culture

- Bushwick Leaders High School (NYC DOE) began using the “Pineapple Chart” practice for teacher observations to encourage collaboration and trust-building.
- Brooklyn High School for Law and Technology (NYC DOE) created “Innovator in Action” tags to foster risk-taking and collaboration.

Teacher Capacity

- Academy of College Preparation and Career Exploration (NYC DOE) created an afternoon of teacher-led professional development, with opportunities for teacher choice and differentiated entry points.
- High School for Engineering, Business, and Technology (NYC DOE) created a Google Classroom for teacher professional development and meetings to provide an opportunity for faculty to experience the LMS (learning management system) as a student.
- Brooklyn School for Social Justice delivered a virtual professional development via a personalized playlist model.

Learning Environment

- Teachers at Williamsburg High School for Art and Technology (NYC DOE) are piloting McGraw Hill’s ALEKS across Algebra 1 classrooms, utilizing a rotation model to create time for online, adaptive practice.
- East Williamsburg Scholars Academy (NYC DOE) and Academy of Environmental Leadership (NYC DOE) expanded LINC workshops to include teachers who are already trying out blended learning models and planning PAACC-aligned lessons.
- Brooklyn School for Social Justice (NYC DOE) teachers have incorporated Single Point Rubrics to emphasize mastery learning and student agency.

Technology Infrastructure

- Academy of College Preparation and Career Exploration (NYC DOE) adopted Google Classroom as a school-wide LMS (learning management system), providing email addresses and access to all students and faculty within the school.
- Bushwick Leaders High School (NYC DOE) is considering a plan for a 1:1 device pilot for seniors to help prepare students for the transition from high school to college and beyond.

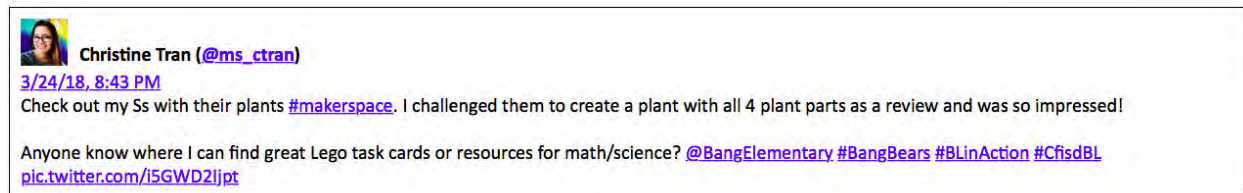
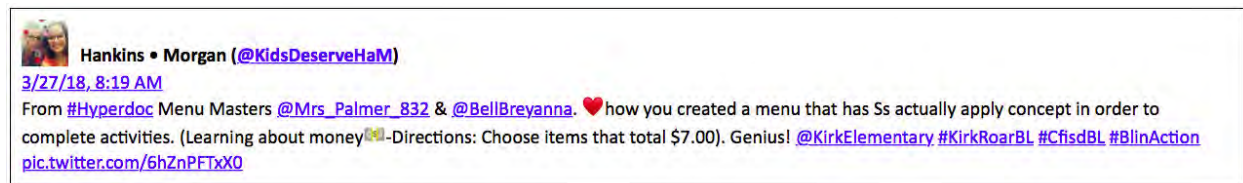
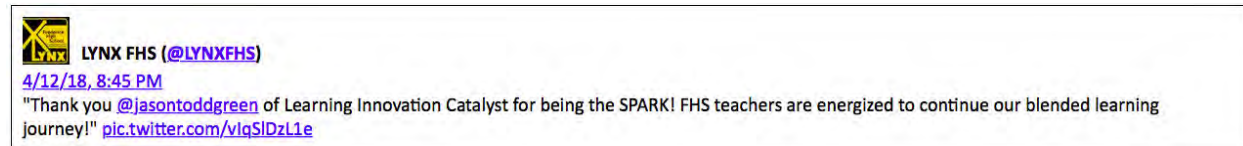
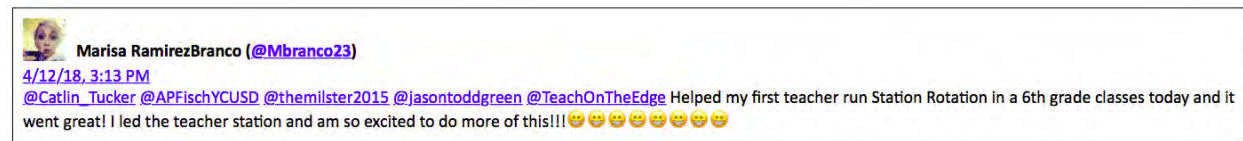
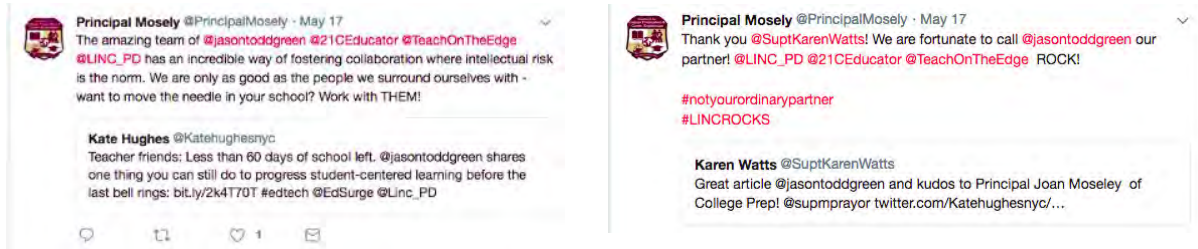
See Section 4.3.3., Subsection 3.1.4. for rubrics.

4.2.3 - Evidence of Prior Successful Experience

LINC has gathered evidence of success through participant surveys, described in Section 4.2.2. We also gather evidence of successful delivery of professional development through ongoing communication and feedback with participants via Twitter and email.

Twitter Feedback

Tweets from administrators and teachers who have participated in LINC workshops demonstrate that they are engaged in an ongoing, meaningful conversation with us.



Email Feedback

LINC also receives emails from administrators and teachers who have participated in our workshops. Some excerpts from those are below:

"I just wanted to thank you again for a great day of professional learning! I love how you modeled, in a very genuine and authentic way, how to adapt plans 'in the moment' to meet the needs of students by strategically leveraging resources and groupings as opposed to following a lesson plan or 'script.' It was really magical, and I was truly inspired to be a 'student' in the class of such a masterful teacher yesterday. I love your energy! We would love for you to follow the work we are doing with LYNX to transform the educational experiences for students at Frederick High School. Please visit www.fcps.org/lynx<<http://www.fcps.org/lynx>> and follow us on Twitter: @LYNXFHS."

~ Michelle Shearer, Project Manager for High School Innovation

"We Biology teachers at FHS truly enjoyed our PD yesterday with you! We all came away with invaluable ideas, thoughts and reflections. You made the day so enjoyable. Thank you!"

~ Linda Boring, Teacher

"The level of engagement has changed dramatically since we started doing 21st century learning. There's more ownership [by students] in their own learning."

~ Emily Martin, Teacher

"The training was absolutely wonderful. This is one of those things that you really have to see to believe. Everyone is moving to a level of excellence that we never thought possible to be honest with you. We really feel we're becoming a learning community more than we were in the past."

~ Laura Horbal, School Leader

"As a teacher, I'm finally able to do what I've always wanted to do. I'm able to know my kids more in a personal level. It's not teaching to 26 kids; it's coaching one-on-one. It's not dividing my class into four groups and having four rotations to just keep them busy; it's a really cool organic fluid of motion where my kids are learning all the time and I'm either with a group or with an individual, and half the time I'm learning along with them. It's a fantastic experience!"

~ Mike Blumenthal, Teacher

"I wanted to share with you that I tried the idea I talked with you about last Thursday! I'm calling it a station-rotation-in-a-flex model :). My AP students have been in the model for the last two days. It was AWESOME. The students had 3 options for work spaces (quiet writing time in the think tank; collaborative writing time in the collaboration spaces; research time in one corner of my classroom). I reviewed the 3 mini-lesson stations I would host with the designated time per station. From there I used Jason's strategy of having students set a goal for the day. On Padlet students completed the following sentence 'Today will be successful for me if...' Once they submitted their Padlet they could move to whatever work space fit their needs best. From there I hosted the stations/mini-lessons and worked with those kids. In my 4th block no one attended

the 3rd station, so I conferred with students who had not yet turned in their annotated bibliographies. I think this structure was most successful because I assigned three students (in advance, I talked to them on Friday) to be points of contact for other students who were looking for general feedback about their writing. I made sure to do this so I wouldn't be interrupted during my stations/conferences. Thank you for answering my questions/providing Jason as an incredible resource last week! I have heard of MANY teachers trying out new models in their classes this week and it has been really cool to hear about what works and what needs improved.”

~ Elizabeth Matheny, English & AP Language teacher

4.2.4 - Previous Contracts

N/A - LINC does not hold any current contracts with NYC DOE (the **district**). However, LINC does directly hold contracts with seven NYC **schools**—East Williamsburg Scholars Academy, Academy for College Preparation and Career Exploration, STEAM Center, LIFE Academy High School, Benjamin Banneker Academy, High School for Sports Management, and George Westinghouse High School.

Section 6. Previous City Contracts

None

Section 7. Exceptions and Deviations

See signed Exceptions and Deviations document on following page.

Signature Sheet

See the signed Signature Sheet on the following page.

Appendix E2

Section 4.3 Program Plan/Narrative

LINC proposes to provide face-to-face (groups and one-to-one), online (coursework, lessons, discussions, forums, and virtual coaching), and blended (face-to-face + online) **Professional Development Workshops (Component 1)** to NYC DOE educators and administrators. LINC shall not use an automobile during the provision of services.

4.3.1. - Goals and Objectives, Population Served

The goal of LINC's program is to help K-12 educators and administrators effectively integrate technology into classrooms and create student-centered, personalized learning by establishing cultures of generativity within schools. In the tables, below, we provide the goals and objectives for each of our workshops. LINC provides different courses and workshops for teachers and administrators.

**Generativity
is
continuous**

Transformation Team and Leadership/Administrator Workshops		
Workshops	Goal	Objectives
LINC Generativity Assessment	To ensure the right plan and pace is developed for the school.	<ul style="list-style-type: none">• The LINC team will conduct a readiness assessment for the school across four (4) quadrants: Culture, Capacity, Learning Environment, and Technology Infrastructure.• Participants calibrate the Generativity Assessment[®] data as a team.• Participants identify the top priorities from the Generativity Roadmap quadrants to form the order of following workshops.
The 21st Century Leaders Mindset & Your School's Readiness	Learning the fundamentals of 21st century learning models, what it means to be a 21st century leader, and review their school's readiness.	<ul style="list-style-type: none">• Participants discuss the current status of their school with regard to technology integration and blended learning based on the indicators on the Generativity Assessment[®] report.• Participants learn the fundamentals of blended, personalized and student-centered learning.• Participants explore the role of school leadership in establishing a culture of student-centered learning.• Participants develop next steps in their school's transformation along the LINC

		Generativity Roadmap.
Designing Your 21st Century Vision and Instructional Models	Exploring various models of blended learning and begin to design their vision and structure for their 21st century school.	<ul style="list-style-type: none"> ● Participants design a shared vision of the characteristics of the desired classroom— look, sound, feel, and practices. ● Participants develop an Instructional Model Plan which outlines such events and activities as the pilot strategy, engaging stakeholders, ways to scale the practice, and how evidence of practice will be observed. ● Participants work together to plan a sample station rotation lesson. ● See Attachment #2 for a template on Learning Design Plan & Toolbox.
Culture Transformation Toolkit & Trailblazers	Learning how to become culture leaders and agents in their school while developing strategies to build a 21st century faculty and student culture.	<ul style="list-style-type: none"> ● Participants design a shared vision of culture using the indicators on the Generativity Assessment Report. ● Participants design the culture transformation plan for shifting student mindset, developing digital citizenship, cultivating trust, collaboration, and agency among faculty. ● See Attachment #3 for a template on Forming Your School Culture Plan and Toolbox.
Designing Your 21st Century Learning Community	Learning the importance of educators becoming 21st century learners themselves through professional learning communities and 21st century professional development plans.	<ul style="list-style-type: none"> ● Participants, as a community of learners, design a shared vision for what the school looks like, the role that teachers will play, how educators will drive their professional development, and how they will collaborate together. ● Participants work together to develop teacher capacity goals and a professional development timeline. ● Participants work on an exercise in which they review and explore various structures of support including peer observations, professional learning communities, teacher led professional development, and determine which structures may work in their school. ● Participants work together to develop a specific action plan to build their school's learning community, including dates,

		<p>milestones, and process.</p> <ul style="list-style-type: none"> ● See Attachment #4 for a template on School As Learning Community Plan and Toolbox.
Technology Infrastructure & Policy Design	Learning best practices in rolling out technology and begin to develop their plan for technology deployment and policy development.	<ul style="list-style-type: none"> ● Participants work together to assess their current technology tools and resources. ● Participants conduct a shared vision exercise to determine their technology infrastructure needs and goals. ● Having identified existing tools, participants assess current usage, desired usage, and develop a timeline and strategy to improve overall usage. ● See Attachment #5 for a template on Technology Infrastructure and Toolbox Design Plan and Toolbox.
Deepening Your Blended Learning Understanding	Furthering understanding of blended learning to effectively lead the initiative.	<ul style="list-style-type: none"> ● Participants iterate on various models of blended learning, including the station rotation (in class flip), the playlist model, and the whole group rotation with small group pull-out. ● Participants explore how various models address the specific instructional needs of students. ● Participants work together to determine iterative models to address specific school-based needs.
Coaching and Facilitating in a Blended Environment	Understanding how to conduct the ongoing observations and coaching in a blended learning environment.	<ul style="list-style-type: none"> ● Participants learn various structures of support for leading in a blended learning environment. ● Participants review the existing structures of professional learning support in the school and identify what is working and what needs improvement. ● Participants develop action plans for honing the school's support structures for supporting the ongoing growth of teachers.
Students as Owners of their Learning	Helping to build a culture of student ownership of their	<ul style="list-style-type: none"> ● Participants learn the foundation of agency as a key aspect of blended and personalized learning.

	learning.	<ul style="list-style-type: none"> • Participants learn structures of engaging students in a shared visioning process. • Participants develop an action plan for building student agency in the school.
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Teacher CULTURE Workshops		
Workshops	Goal	Objectives
The 21st Century Teacher's Mindset	Learning the fundamentals of 21st century and blended learning including practices of designing student-centered learning experiences.	<ul style="list-style-type: none"> • Experience a blended learning workshop with agency. • Identify the best use of teacher time versus what technology can empower.
Student Mindset and Shared Visioning for 21st Century Learning	Learning how to engage students in shared visioning and support students in taking greater ownership in their learning.	<ul style="list-style-type: none"> • Experience a blended learning model. • Create an activity to foster student mindset and redefine their role as learners.
Blended Learning Classroom Management and Digital Contract	Learning key practices of effective classroom management in blended environments.	<ul style="list-style-type: none"> • Form a classroom management strategy. • Design an activity to collaborate with students on a class contract.

Teacher LEARNING Workshops

Workshops	Goal	Objectives
Designing Your 21st Century Classroom (Blended Learning Models)	Learning various models of blended and personalized learning and begin the process of redesigning their 21st century, student-centered classroom.	<ul style="list-style-type: none"> Define blended learning and distinguish what it is from what it is not. Identify the model that is the best fit as a starting point and form a plan to try it.
Reinventing Your Lesson Plans with the PAACC	Using the PAACC framework (personalization, agency, audience, connectivity, and creativity) to reinvent traditional lesson plans.	<ul style="list-style-type: none"> Reflect on the targeted outcome for blended learning. Redesign a lesson plan using the hallmarks of effective practice.
Deep Dive into Station Rotation Planning	Learning and apply tools and best practices in lesson planning for a station rotation learning experience.	<ul style="list-style-type: none"> Plan a station rotation lesson using a digital station. Experience a station rotation blended model.
Deep Dive into Whole Group Rotation and Flipped Classroom Planning	Learning and applying tools and best practices in lesson planning for whole group rotation and flipped classroom.	<ul style="list-style-type: none"> Plan a whole-group rotation lesson using an in-class flip. Experience a whole-group rotation blended model.
Agency Through Formative Assessment & Mastery	Learning how to deepen student agency through formative assessment tools that generate immediate feedback and through effective student self-assessment.	<ul style="list-style-type: none"> Explore and select digital tools for formative assessment. Create an activity to increase student agency through formative assessment.
Using Rubrics as Formative Assessment Tools	Exploring best practices in using rubrics as a formative tool, deepening their knowledge of 21st century learning through single-point rubric self-assessment and creation.	<ul style="list-style-type: none"> Reflect on a lesson plan using an analytic rubric and a single-point rubric. See Attachment #6 for single-point rubric. Create a single-point or analytic rubric to use with students for self-assessment.

Teacher TECHNOLOGY Workshops		
Workshops	Goal	Objectives
Simple Apps for Big PAACC Impact	Exploring high-impact digital tools which will help to implement the PAACC framework.	<ul style="list-style-type: none"> Choose applications to explore based on the participants' priorities. Create an activity to use the new tool to increase PAACC-aligned teaching outcomes.
Maximizing Available Technology	Exploring models that best fit their access to student technology in order to maximize the tools at their disposal.	<ul style="list-style-type: none"> Identify current perceived constraints and opportunities. Identify and extend the available opportunities through technology. Select a model that best fits available technology.
Onboarding & Supporting Students	Planning for bringing students into new digital tools through effective training activities and support protocols.	<ul style="list-style-type: none"> Form a plan to introduce students to a new platform or to revisit how a platform is used. Design structures of ongoing peer support and teacher support for high academic usage.

4.3.2 - Methodology and Exemplary Program Features, Research-Base

Methodology

LINC specializes in multi-year blended transformation and implementation projects. Our roadmap (below) illustrates the progression from traditional, teacher-centered classrooms to student-centered, blended classrooms through the four quadrants of culture, teacher capacity, learning design, and technology infrastructure.



The LINC process follows a methodical flow of blended learning school transformation that supports sustainable growth.

- The **Plan** phase involves planning and assessment. The LINC team will work with the school based teachers and administrators teams to assess their current needs and goals, then develop a unique school plan.
- In the **Design** phase, the LINC team will work with school administrators to evaluate and determine the blended learning design that the school is most ready for and that will most tangibly meet the school's needs.
- In the **Implementation** phase, the LINC team will work with school teachers and administrators to build blended learning capacity amongst teachers and initiate appropriately scaled pilots.
- In the **Support** phases, the LINC team will deliver the coaching and workshops to support blended learning implementation and sustained and continued growth and capacity building amongst teachers and administrators.

Exemplary Program Features

Exemplary Program Feature: Personalized Learning Platform

Lincspring, our online personalized learning platform, is designed to ensure teachers experience the benefits of blended learning first-hand; we use the CHOMP¹ framework—collaboration, hands-on learning, ongoing experiences, mindset shifts, and personalization.

- **Collaboration:** LINC creates environments of competitive collaboration, where educators encourage improvement in each other. Educators are also encouraged to build relationships that are based on seeing each other as integral parts of a larger whole.
- **Hands-On Learning:** LINC actively engages educators in the learning process, giving them time to discover and play with new technology tools in groups and independently. We provide them with time to practice facilitating a blended learning lesson with other teachers playing the role of the students, which increases best practices sharing and collective innovation. Our learner-driven approaches generate excitement, deeper learning, and multiple opportunities for educators to experience “aha” moments. We also incorporate gaming elements in their professional learning (e.g., points, competition, badges, etc.); gamification increases the fun of professional development while giving educators a glimpse into the “gamer” world of many of their students.
- **Ongoing Experiences:** LINC shows school administrators how to build a structure and environment of continued, consistent learning. School teachers, administrators, staff, and students should all view themselves as continuous learners. To be sustainable, the

¹ Tucker, Catlin R., Tiffany Wycoff, and Jason T. Green. *Blended learning in action : a practical guide toward sustainable change*. Thousand Oaks, California: Corwin, 2017.

whole community must commit to prioritizing professional learning, including making the space and time weekly, and sometimes daily, that educators need to continue their learning.

- **Mindset Shifts:** LINC explicitly addresses the benefits and positive outcomes of blended learning, engaging educators in the process. We do this to foster a mindset shift, creating the desire and willingness to implement blended learning in their classroom. Creating an environment that supports mindset shift is more effective than top-down mandates or punitive measures. One way this can be accomplished is by leveraging current blended learning champions and leaders in the school in teacher-led sessions, coaching, and peer-to-peer classroom visits and observations.
- **Personalization:** LINC acknowledges that educators are each at different starting points when it comes to blended learning, so they have different needs and different ways of learning. We personalize professional learning for educators by pace, path, place, and modality.

Each LINC course provides educators with research in small doses over an extended period of time; they spend time analyzing and discussing the research concepts with their fellow course participants. Educators then have the opportunity to apply the concepts in their classrooms, with support, guidance, and feedback from LINC coaches. Since educators learn at their own pace in our program, they have time to implement, fine-tune, and master new concepts and strategies in their own classrooms.

The guiding principle of blended learning professional development is to allow educators to become the 21st century learners that we are asking them to help create. LINC's program is rooted in the techniques of blended learning and is focused on educators being better able to personalize instruction. Personalizing instruction is about the skill level of the student and that student's learning needs and learning style, creating more opportunities for intervention, remediation, and acceleration. With blended learning, educators become agents of change who co-construct knowledge with their students in a one-to-one setting, rather than a "sit and get" lecture setting.

Exemplary Program Feature: Guided Assistance through New Practices - Sample Activity of Implementing Station Rotation

See sample activity on the following pages.

Exemplary Program Feature: Educators as Catalysts for Facilitating Personalized Blended Learning

An example of how LINC's consultancy, professional development, and blended learning implementation help educators become catalysts for facilitating personalized blended learning is mastery of station rotation. Specifically, participants who take this workshop will master the following learning objectives:

Create smaller learning communities with the larger class

- Students have increased opportunities to ask questions and receive individual feedback as they work.
- Small-group activities are student-centered, requiring students to actively participate to accomplish a task.
- Activities can be differentiated to challenge students at various skill levels.
- Students can control the pace of learning at a particular station.
- Teachers do not need devices (e.g., tablet, laptop, etc.) for every student in the classroom for this model to be successful; students rotate in smaller groups, so only a few devices are needed at the online learning station(s).

Design varied tasks to increase engagement

- Students are energized by physical movement, so the act of rotating around the classroom keeps them energized and engaged.
- Adaptive technology adjusts activities based on individual student performance, which provides personalized practice and review.
- Student interest remains high due to the variety of activities and learning tasks used in this model.
- Different learning modalities can be incorporated to appeal to multiple intelligences.

Work directly with students and individualize teaching

- Teachers can review concepts, model processes, and provide direct instruction to small groups at a teacher-led station.
- Teachers can get a better sense of what students know and understand, tailoring work to meet each student's learning goals.
- Teachers have more time to work individually or in small groups with students to provide individualized teaching and effective support and feedback.

Exemplary Program Feature: Promotion of Technological Literacy

Another exemplary feature of LINC's program is our promotion of technological literacy at both the teacher and administrator levels. At the administrator level, we work with them to understand how important it is to develop a blended learning culture, where stakeholders are empowered to take greater ownership of their respective responsibilities and students are agents and owners of their learning process.



LINC's program coaches teachers and administrators on digital and online responsibility, including managing students' data, managing online discussion forums, building cultures of support within a blended learning classroom (educator-to-student and student-to-student), and ensuring educators have as much bandwidth and capacity to address the varying needs that students have in each classroom.

LINC's program addresses how teachers and administrators can use the technology at their disposal to create higher quality and more frequent exchanges with parents. We coach teachers and administrators on ways they can educate parents about the best ways to support their students. For example, in a blended learning environment, students have greater control and ownership of their learning; teachers and administrators need to make sure parents understand this and are encouraging their students to take more control of their personal learning process.

Exemplary Program Feature: Monitoring Progress in Real-Time via Lincspring

LINC uses disaggregated learner data captured during in-person sessions and online sessions using **Lincspring**, which allows us to monitor teachers and administrators' progress and support sustained professional growth. **Lincspring** allows information to be disseminated to teachers and administrators; teachers and administrators to conduct activity and develop their work product; and teachers and administrators to upload documents, forms, videos, and design plans. LINC can track teachers and administrators' progress in real-time via **Lincspring**; our coaches receive alerts each time teachers and administrators do something. At the end of each cycle, teachers and administrators take a self-assessment to determine their competency.

Exemplary Program Feature: Competency-Based Program

LINC's model of instruction is competency-based, so there is no specific required amount of "seat time" in our program. Most teachers and administrators will cycle and recycle through each activity at least 3 times; we meet each educator where they are. So, LINC's sample activity will consist of approximately 45 minutes in total contact time (15 minutes per cycle x 3 cycles); this does not include the hours of application time teachers and administrators will spend or the observation and coaching time that LINC will spend via [Lincspring](#).

By cycling multiple times, teachers and administrators have the time they need to practice and directly apply what they are learning in their classrooms over time. With each cycle, teachers and administrators progress in their understanding of 21st century, student-centered, technology integrated learning. There are a host of skills and practices that teachers and administrators are exposed to through both in-person and online methods which will prepare them to facilitate effective blended and personalized learning classrooms. Our process of internalization, which is embedded into each cycle and based on Stanford University research on the Model of Generative Change, allows teachers and administrators to be coached by LINC further along the pathway until they successfully incorporate these new practices as part of their regular classroom process.

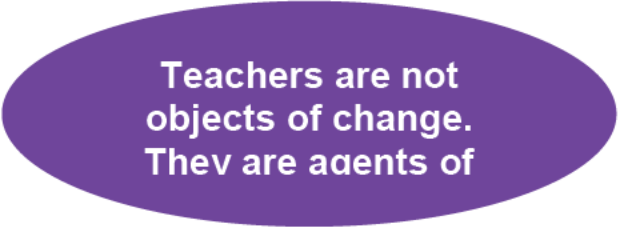
Exemplary Program Feature: Self-Assessment

Throughout LINC's program, teachers and administrators conduct self-assessments in the form of pre- and post-cycle reflections. Teachers and administrators also build a portfolio of their work and evidence of practice throughout the course that they upload to [Lincspring](#) at various points during the program. LINC provides teachers, administrators, and our team with optional rubrics/surveys that they complete at several points during the program. We also build in times to check participant understanding.

Research Base

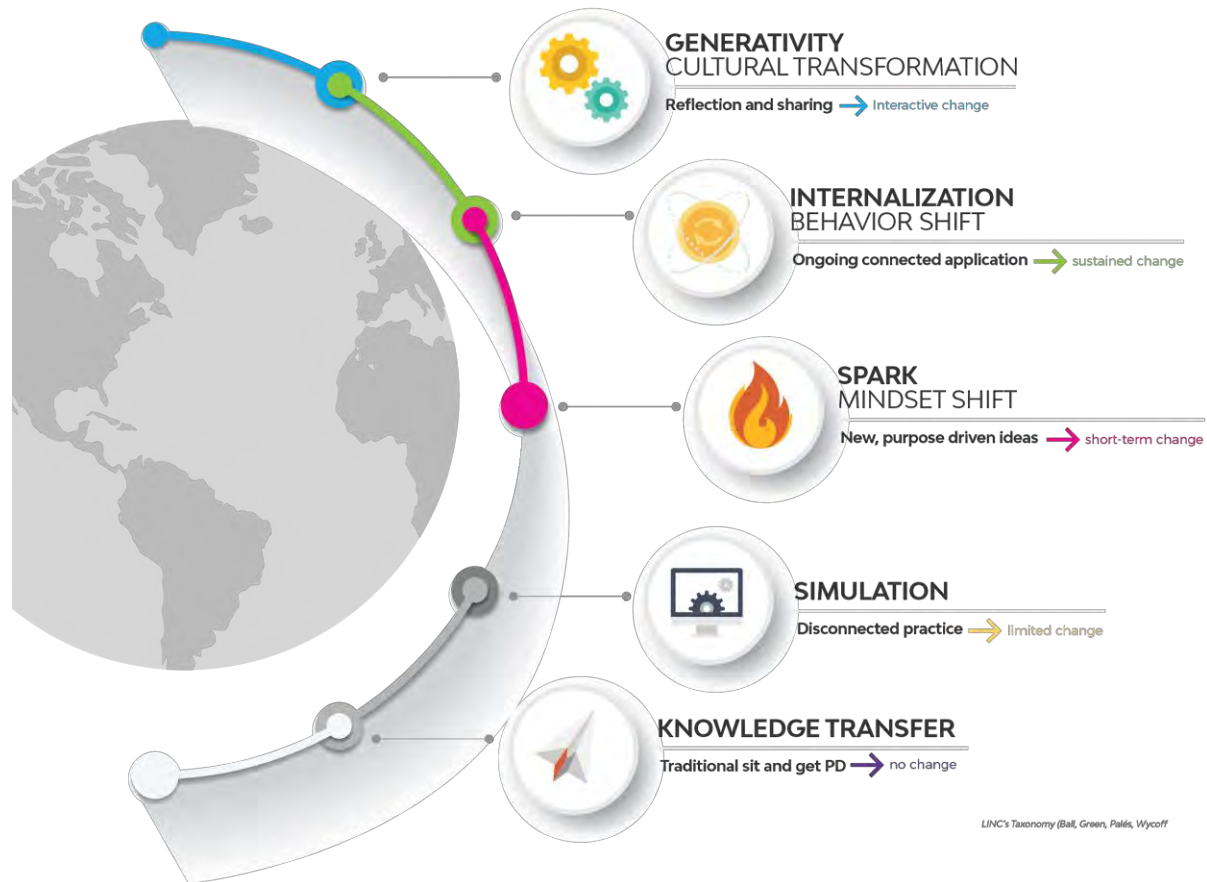
LINC's Model of Generative Change

LINC's groundbreaking professional development program is a result of over 15 years of research by one of our partners, Stanford University's Graduate School of Education Professor Dr. Arnetha Ball, and decades of teacher training, school transformation, and classroom experience by our world-class team. We are working with Dr. Ball's foundational and ongoing research that led to the development of the model of generative change, a framework that takes teachers through a practical self-reflection, awareness, and continuous improvement process.



Teachers are not
objects of change.
They are agents of

Our program takes academic teachers and administrators through a transformative blended learning experience using our revolutionary, project-based online courses and coaching and face-to-face training, coaching, and support.



Our andragogy-centered approach ensures that academic teachers and administrators:

- Learn new concepts and strategies in small doses over an extended period
- Actively participate in their development process by working on practical and engaging projects
- Learn at their own pace and at the most suitable time for them
- Implement next generation learning and rigor and fidelity

LINC’s 3-phase approach—spark, internalize, and generate—helps educators build authentic learning communities at their schools and achieve sustainable transformation.

- **Spark:** The question or need that drives the excitement to learn something new, to shift to a new mindset.
- **Internalize:** The frequent repetition of a new behavior until it becomes a sustained part of a practice.
- **Generate:** Continuous learning and growth based on self and shared reflection

LINC’s approach focuses on the highest levels of professional learning—culture transformation, behavior shifts, and mindset shift—to reach the goal of generativity, which is an educator’s ability to continually add to their education knowledge by connecting their personal and professional knowledge they gain from their students in context in order to produce new knowledge that is useful to them in pedagogical problem solving and in meeting the educational needs of their students.

Lincspring was designed based on verifiable, evidence-based past performance indicators. The findings of Stanford University’s meta-analysis approach/methods are presented, below.

Research Findings	Approach
<p>Duration and Distribution Professional development programs with more than 14 hours in duration that are delivered over time are most effective at changing teacher practice and improving student achievement.</p>	<p>Systems have over 50 hours of engaging, multi-modal content (short videos, activities, readings, social learning, and instructor guidance) that is delivered in 20-30 minute segments, 24/7.</p>
<p>Simulations of Practice Simulations of practice, such as role playing exercises and teaching model lessons, positively impact professional practice and produce measurable outcomes.</p>	<p>Systems have interactive activities, including simulation tools and activities that test the learner’s grasp of the concept and facilitate active learning. professional learning networks provide opportunities for teachers, principals, and administrators to simulate impactful practices with their colleagues.</p>

<p>Coaching and Interactivity Ongoing, interactive coaching with iterative collaboration between teachers and trainers is an effective professional development method.</p>	<p>Systems provide adult learners with a variety of services and instructional products: web-based professional development, in-person professional development, webinar professional development, professional learning networks, and in-person coaching.</p>
<p>Technology Enhanced Carefully designed professional development with other effective attributes can be equally effective whether conducted in person or online.</p>	<p>Systems provide teachers, principals, and administrators with 24/7 access where they can move at their own pace, at times that are convenient to them, and on any device (PC, laptop, or mobile device).</p>

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4.3.3 - Program Structure

Total Duration

It is ideal for workshops to take place over the course of an academic year. For teachers, LINC typically visits schools: 5 times to lead workshops and 3-4 times to provide coaching. For administrators, LINC typically visits schools: 5 times to lead workshops and 3-4 times to provide coaching. Teachers and administrators have 24/7/365 access to **Lincspring** to participate in learning and practice activities; the average time to cycle through an activity is 5-15 minutes.

Most participants perform each activity 3 or more times, applying what they learn in their classrooms between each cycle. With each cycle, educators progress in their understanding of station rotation and demonstrate improved effectiveness at implementing station rotation in their classrooms. Each cycle allows them to be coached by LINC further along the pathway until they successfully make station rotation part of their regular classroom process.

Hours Per Day

Workshops are 1-2 hours in duration. Coaching is 1-2 hour in duration. Online activities via [Lincspring](#) average 5-15 minutes each.

Activities Per Day

Participants choose how many activities they complete daily.

Staffing Levels

LINC currently has 7 full-time staff members and 5 part-time staff members.

Targeted Number of Participants Served

With our current staffing levels, LINC can accommodate services to up to 500 schools and 50,000 teachers and administrators through a combination of in-person and/or virtual support. Additional staff will be added to meet increased need.

3.1.1 Professional development that will enable and extend teachers and Administrators' ability to make effective and appropriate use of computer or mobile technology and related digital technologies across the instructional program. This professional development must feature exceptional practices and approaches to instruction, which will improve student performance in content areas as well as foster the acquisition of literacy skills and the use of performance standards.

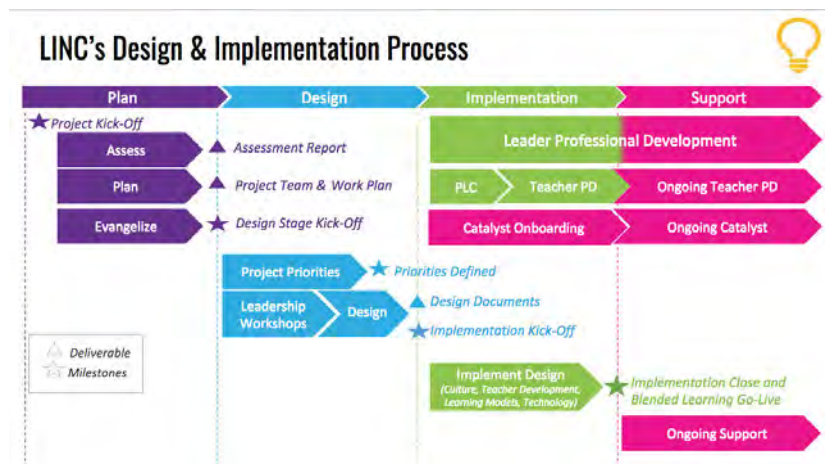
LINC provides 21st century professional development that enables and extends teachers' and administrators' ability to effectively and appropriately use technology (computer, mobile, and digital tools and applications) to facilitate student-centered learning across their instructional programs. The LINC Transformation Process involves working with teachers and administrators to:

- Assess 21st century readiness across culture, teacher capacity, curriculum and pedagogy, and technology infrastructure for existing schools or curriculum.
- Guide the design and implementation of 21st century culture, professional development, personalized learning, and infrastructure.
- Provide personalized, 21st century professional development in the forms of workshops, and in-person and virtual coaching to support teachers and administrators in the high fidelity implementation of blended and personalized learning.
- Improve student performance, achievement, and skills acquisition in a range of content areas.

3.1.2 Professional development that features a combination of hands-on activities, simulations, and case-study analyses that focus on effective use of technology in teaching and learning. Participants learn and practice facilitation skills, experience engaged learning and constructivist teaching practices.

LINC’s 3-phase approach of SPARK, INTERNALIZE, and GENERATE is a *culture first* approach which helps schools build true learning communities and achieve sustainable transformation. We use hands-on activities, simulations, and case-study analyses in a blended learning setting that focuses on the highest levels of professional learning: mindset, behavior, and culture shifts as outlined below in LINC’s Taxonomy of Generative Change.

- **21st Century Professional Learning:** LINC believes in helping school teachers and administrators build capacity for 21st century learning by experiencing it themselves. We are committed to modeling all elements of the PAACC (personalization, agency, audience, connectivity, and creativity) through highly engaging workshops, online and virtual learning experiences, and ongoing in-person and cloud-based coaching.
- **Data-Driven Reporting and Results:** LINC’s system of Generativity Assessment[®], client feedback surveys, and Evidence of Practice[®] tools drive a comprehensive progress reporting system for school leadership teams.
- **Focus on Culture:** We firmly believe that cultural transformation is the key to implementation success. LINC assesses each school’s cultural landscape to understand the school’s unique cultural components and opportunities in order to build these into the implementation plan.
- **Asset Launch:** LINC is committed to helping schools build upon existing strengths. The personalized assessment process identifies existing assets and correlating opportunities within a school for “quick wins” in the transformation process.



3.1.3 Professional development workshops for teachers and/or administrators in the integration of computer, mobile and digital technologies online professional development services and innovative technologies into the curriculum. Workshops must focus on specific aspects of the instructional use of technology in support of each school's goals.

LINC is a consultancy, professional development, and digital education company created by passionate experts in blended learning, innovative learning design, educational technology integration, and leading-edge professional development. Our mission is to transform schools and education systems into 21st century learning environments. We are achieving our goals by helping academic teachers and administrators:

- Transform mindsets to develop next generation educators and learners
- Implement strategies that promote 21st century skill building
- Integrate technology to redefine teaching and learning
- Foster personalization, student agency, creativity, and collaboration
- Differentiate instruction using data effectively
- Make schools dynamic education innovation centers

LINC workshops for teachers and administrators provide professional development in the integration of computer, mobile technologies, and innovative digital technologies into curriculum. Examples of some of our workshops that are focused on integrating technology in curriculum:

- The LINC workshop **Technology Infrastructure & Policy Design** is focused on supporting administrators in learning the best practices in rolling out technology at their schools. Participants assess their current technology tools and resources, determine their technology infrastructure needs and goals, and identify existing tools (e.g., assess current usage, desired usage, and develop a timeline and strategy to improve overall usage).
- The LINC workshop **Simple Apps for Big PAACC Impact** is focused on supporting teachers in exploring high-impact digital tools that will help to implement the PAACC framework. Participants choose applications to explore based on their classroom priorities and create an activity in which they can use the new tool to increase PAACC-aligned teaching outcomes.
- The LINC workshop **Maximizing Available Technology** is focused on supporting teachers in exploring models that best fit their access to student technology in order to maximize the tools at their disposal. Participants identify current perceived constraints and opportunities, identify and extend available opportunities through technology, and select a model that best fits available technology.
- The LINC workshop **Onboarding & Supporting Students** is focused on supporting teachers in planning for introducing students to new digital tools through effective training activities and support protocols. Participants form a plan to introduce students to

a new platform or to revisit how a platform is used and design structures of ongoing peer support and teacher support for high academic usage.

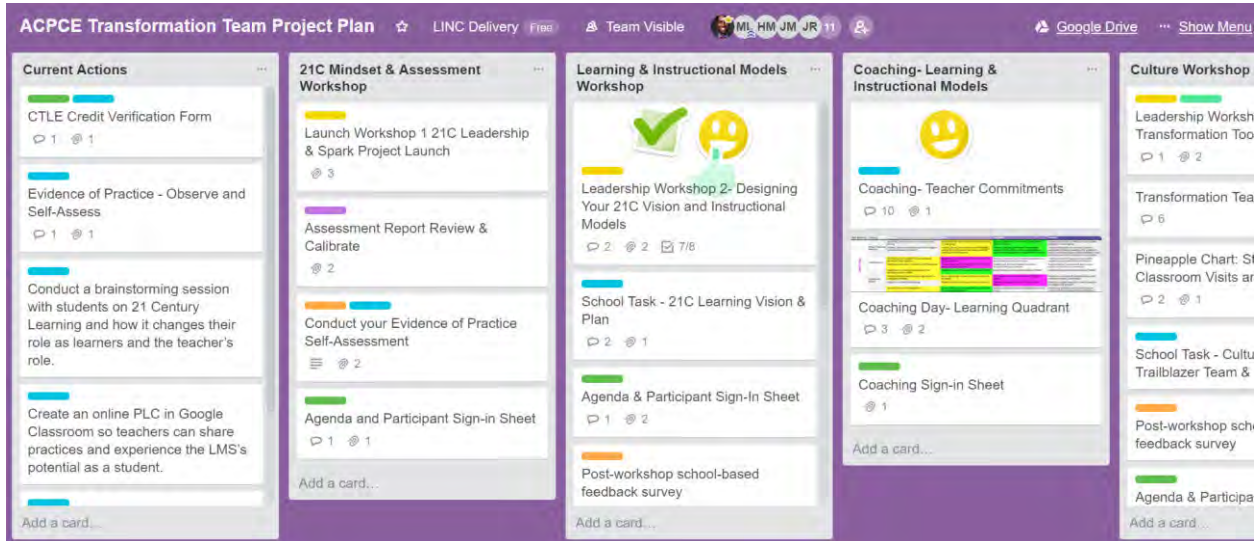
3.1.4 Professional development programs must be developmentally appropriate and sufficiently flexible so as to facilitate implementation tailored for the specific needs of recipient schools. The programs must include pre-planning meetings with the school, district or BFSC representatives and post-evaluation sessions to determine effectiveness of program and to plan for future work.

The project will start with the LINC Generativity Assessment™, which includes classroom observations, teacher surveys, a technology survey, and (ideally) student surveys. The LINC data collection process is designed to provide an overall understanding of the school's current stage and readiness with regard to 21st century, student-centered learning across four key areas: culture, teacher capacity, learning, and technology. We seek to obtain direct observations of classrooms as well as input from various members of the school community. Once the LINC Generativity Assessment is completed, LINC generates a report for administrators at each school with findings of readiness and recommendations. This is an example of the quantities of data of different types LINC obtains from the school in an effort to fully understand the schools specific needs, pace, and path for the workshop.

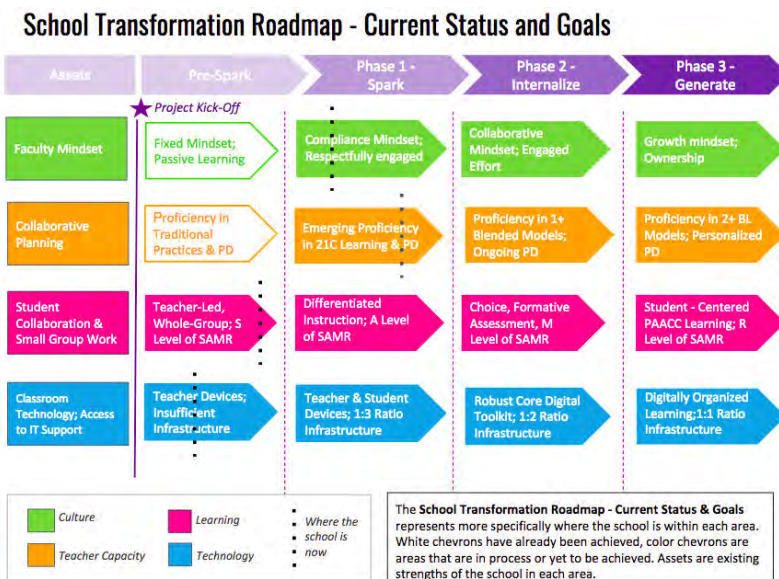
Date of Assessment On-site Visit	9/19/17
LINC Assessment Specialist(s)	Jason Green, Tiffany Wycoff

Data Collection Tool	Number of Responses Collected	Respondents
Classroom Observations	12	LINC Team
School Generativity Assessment Surveys	18	Teachers and Administrators
Technology Infrastructure Survey	1	School Tech Lead
Student Surveys	30	Students

As a result of the LINC Generativity Assessment, we are in position to work with the school leadership teams and the School Transformation Roadmap to determine the appropriate next steps, goals, and line up of workshops. We utilize project management tools like Trello (shown below) or similar tools to structure the pre-planning process.



The LINC School Transformation Roadmap (pictured below) illustrates generally where schools are currently in their transformation process.



The rubrics for each quadrant illustrate the precise current practices for each school along the transformation roadmap (pictured below in yellow) and also the next step within their zone of proximal development (pictured below in green). This, in effect, sets up the school's next goal.

Culture Assessment & Next Priority Focus

Category	Spark	Internalize	Generate	
Student Mindset	Students have a fixed mindset and see their role as recipients of information from teachers	Students are starting to value the importance of becoming agents of their learning but have yet to move from passive receivers to active owners	Students have growth mindset, clearly value the importance of becoming agents of their learning and are on their way to becoming active owners	Students are clearly 21C learners, contribute regularly, and drive their own learning
	Students see technology as a tool for entertainment, not for learning	Students value use of tech for learning but don't see it as a way of becoming owners of their learning process	Students value the use of tech for learning and connecting but still rely on teachers to assign activities and monitor progress	Students value technology to analyze progress, actively learn, connect with peers and experts, and share to authentic audiences
	Students prioritize points and grades over learning proficiency	Students understand that mastery learning should be the priority but still gravitate towards grades	Students understand the standards they need to master and are shifting their focus from grades to proficiency	Students focus on standards mastery, know how to access and analyze data, and actively take action to achieve proficiency
	Students are outwardly disruptive in classes and disengaged in learning	Students are not disruptive and somewhat engaged	Students are engaged and contributing positively to the class environment on and offline	Students are highly engaged on and offline, flowing between activities with accountability as drivers
Digital Citizenship	Students and teachers are unclear or inconsistent about device usage policies	Expectations for device usage are clearly communicated	Students provide peer support to others in digital spaces	Digital badging and micro-credentials empowers student agency and responsibility
	There is no digital citizenship learning or contract, citizenship norms are inconsistent or unclear	The school has an Honorable Use policy and a citizenship framework for offline expectations	Teachers co-create Class Contracts with students and discuss digital citizenship	Digital citizenship and agency are integrated in the curriculum and evident in student behavior on and offline
Faculty Mindset	Teachers equate achievement with summative assessment and view underachievement as a student problem	Teachers use some formative assessment but still measure achievement primarily from summative data	Teachers align formative assessment with standards and use formative data to drive student achievement within their classes	Teachers align formative assessment with standards and make data-informed decisions in collaboration with colleagues and students
	Teachers keep to their own spaces, rarely collaborate with each other, and do not share ideas	Teachers collaborate and get together when required to by leadership	Teachers open their spaces and seek opportunities to learn from and support other teachers	Teachers frequently visit each other's classes and regularly collaborate through idea sharing, honest feedback and planning
	Teachers avoid trying new things out of fear of failure	Some teachers try new strategies and tinker with new tools and they are encouraged to share with others	Most teachers are eager and encouraged to try new strategies and there is a general belief in growth mindset	Teachers actively try and are celebrated for trying new practices; there is a shared fail forward mentality
	Teachers feel as though they need to protect their own interests and are reluctant to ask for support	Teachers trust those in their immediate circle, grade or department	Teachers are willing to be vulnerable and honest with their peers when they need support	Teachers and leaders share a "we" mindset and feel as though everyone is supporting each other's learning journey



Current Assessment



Focus Area & Goal

The Culture Assessment indicates existing student & faculty mindsets and culture toward learning (yellow) and the next stage of development toward 21C learning (green).

Teacher Capacity Assessment & Next Priority Focus

Category	Spark	Internalize	Generate	
21C Learning	Teachers have not yet started learning about 21C teaching	Teachers are starting to build proficiency and using blended learning tools	Most teachers are proficient in using at least one blended model	Teachers are proficient in many models of blended learning and combine them
	Teachers are mainly familiar with traditional models of lesson planning	Teachers are starting to use 21C lesson planning templates	Teachers are learning how to plan for more flexible, personalized curriculum paths	Teachers demonstrate flexibility and personalization in planning and are generative in their approach to planning
21C Leadership	Leaders stay in more traditional models, reluctant to embark on change initiatives that may "rock the boat"	Leaders demonstrate excitement for innovation and contribute to the Spark of new initiatives	Leaders mindfully Spark new initiatives and set a way of supporting teachers and measuring progress	Leaders model growth mindset for initiatives, committing to iteration, team support, and long-term impact
	Leaders maintain a more hierarchical team with very different roles from those of teachers	Leaders have a small team of trusted supporters who help them with different projects, understand the value of having a team but still have hierarchical style	Leaders build a multi-representative transformation team and work to empower and support teacher trailblazers.	Leaders facilitate multi-representative PLCs and work to empower and support teachers within them.
Professional Learning	Leaders view their roles as setting a course for others to follow and have different learning paths	Leaders set the goals mainly with other leaders and sometimes learn with the faculty	Leaders share a clear vision, learn with the team, and start to model some practices they want to see in classes	Leaders collaborate with faculty to set a vision and take the role of "lead learners" who model generativity and practices
	Teachers participate in professional development infrequently	Teachers learn from instructional coaches in an ongoing PD model	Teachers participate in 21C blended PD within their schools and online	Teachers participate in 21C professional learning communities within and beyond their school
	School leaders provide mainly traditional professional development opportunities	School leaders model learning and provide ongoing PD support	School leaders model 21C learning through blended leadership and learning	School leaders participate in 21C leadership and learning communities within and beyond their school
	Teachers have little time for shared planning and learning Professional development is mainly the same school-wide	Teachers have time for planning and learning but not shared Professional development is differentiated by group	There is dedicated time for planning and learning together Professional development is differentiated by teacher choice	There is dedicated time for goal-specific shared planning and learning Professional development and planning is personalized with teacher agency



Current Assessment





Focus Area & Goal

The Teacher Capacity Assessment indicates current proficiency of teachers in understanding and employing 21C practices (yellow) and the next stage of progress (green).

Learning Model Assessment & Next Priority Focus

Category	Assess	Spark	Internalize	Generate
Student-Centered Learning	Teacher-led direct instruction is prominent mode of learning	Teachers provide differentiated instruction/coaching to small groups	Students have choice in their learning paths, learning paths are different	Students and teachers conference and plan together, high level of student agency
	Teachers' plan based on whole classroom coverage of curriculum material or concepts	Teachers' plan to cover material in a differentiated manner, but formative data and student-centered planning is still not observed	Teacher use student data to plan for mastery but teachers are still working on becoming proficient in using formative assessment to personalize instruction	Teachers use student data and input to plan in a personalized manner, collaborating with students on learning experiences based on deep knowledge of each individual student both academically and personally
Personalization	Whole-group learning objectives and pacing are prevalent in lesson planning	Students use digital resources to practice skills on a differentiated level	Teachers consistently use formative assessments and data to make instructional decisions	Teachers consistently use data to track student progress on a personalized level with students
	Small group instruction, if evident, is not differentiated	Teachers take time to connect with students on a personal or small group level	Teachers give individual feedback to students throughout learning experience	Students maintain a personalized learning log or portfolio as central form or assessment
Instructional Models	Digital learning is either not observed or at the substitution level of SAMR	Digital learning is at the Augmentation level of SAMR	Digital learning is at the Modification level of SAMR	Digital learning is at the Redefinition level of SAMR
	Teachers may be integrating technology but are not using blended models	Some teachers use blended models and others are interested.	Most teachers use one or more models of blended learning	All teachers use models of blended learning; some combine and iterate on the models
	Instruction is primarily whole-group	Students collaborate with peers to solve problems	Students use digital platforms for discussion and sharing	Students use digital resources to create, design, and solve higher-level problems
	Students mainly work independently	Students share ideas frequently and are accountable for discussion participation	Students use digital resources to collaborate within the class	Students use digital resources to collaborate and connect with learners & experts beyond the class

 Current Assessment

 Focus Area & Goal

The **Learning Model Assessment** indicates the current stage of overall instructional design and practices with regard to 21C learning (yellow) and the next stage of progress (green).

Technology Assessment & Next Priority Focus

Category	Assess	Spark	Internalize	Generate
Digital Toolbox	Teachers use digital tools for presentation	Teachers use digital presentation tools to drive assessment	Teachers report combination of digital tools to facilitate learning	Teachers report students using digital tools to facilitate agency and connectivity
	Digital tools are not used by students regularly	Students use digital tools sometimes or more often passively	Students use digital tools regularly and actively	Students are primary users of digital tools in the class
Infrastructure	Teachers use only traditional tools to organize learning offline	Teachers use an LMS to organize online learning	Digital resources and tools are organized and accessible	Learning is organized primarily through digital tools and resources
	1:6-10 device:student ratio	1:3-5 device:student ratio	1:2 device:student ratio	1:1 device:student ratio
	Students and teachers do not have access to adequate devices	Teachers have devices and check out student devices from sets	The school provides some devices and encourages BYOD with support	The school provides teachers and students with access to devices
	There are no school-wide, highly used digital platforms used by teachers and students	There is a core productivity tool used by teachers and students	There is a core productivity tool and LMS used by teachers and students	The school has a clear core toolbox of school-wide highly used digital tools
	There is little device use and no compatibility design	Digital tools are used but some are not compatible	Devices and core tools are compatible and interact smoothly	Devices, core tools, and resources are compatible and centrally managed
	IT support is limited or nonexistent	IT support staff is limited but accessible	IT support is adequate and accessible by teachers and students as users	IT support is adequate, accessible, and inclusive of students and IT staff
Wifi is unreliable or not accessible in many areas	Wifi is reliable at 1:3 ratio and accessible in most areas	Wifi is reliable at 1:2 ratio and accessible in all areas	Wifi is reliable at 1:1 ratio and accessible in all areas	

 Current Assessment

 Focus Area & Goal

The **Technology Assessment** indicates existing technology infrastructure (yellow) and the next stage of development toward full access 21C learning (green).

LINC works with schools to assess their current status in each of these quadrants and then develops a unique plan to support their growth; this plan follows the sequence of activities and

timeline outlined below. We recognize that the timeline will require calibration and customization to meet the unique needs of the each NYC DOE school. [See a sample timeline, below.](#)

Spark Phase Timeline - September 2017 - February 2018

Spark Phase Project Timeline	Month 1-2	Month 3-4	Month 5-6	Month 7-8
	Sept - Oct	December	February	April
Assessments	Readiness Assessment School Readiness Surveys	Transformation Team Led Evidence of Practice	Transformation Team Led Evidence of Practice	Mid-Spark Phase Assessment School Assessment Surveys
Workshops	Transformation Launch Workshop	Transformation Team Workshop 2	Transformation Team Workshop 3	Transformation Team Workshop 4
Coaching	1 Onsite Coaching	1 Virtual Session	1 Onsite Coaching	1 Virtual Session

3.1.5 Online, offline and off-site workshops held either during (contingent upon conditions of release satisfactory to the schools/districts) or after regular school hours. Some of these offerings can be through a virtual or online method. Such workshops may serve personnel exclusively from a single school, district or BFSC and may facilitate the collaboration of personnel from a number of schools and boroughs depending on the goals and objectives of the workshop.

LINC provides online, offline, and off-site workshops held during and after regular school hours. Generally, we provide 5 workshops at a school during one school year, along with 3-4 days of coaching. Teachers and administrators participate in online and virtual learning throughout the year using [Lincspring](#), our online personalized learning platform. LINC workshops can serve personnel from a single school, the district, or multiple schools and boroughs, depending on the goals and objectives of the workshops and the needs of the schools and/or district.

4.3.4 - Expected Outcomes, Assessment/Evaluation

Expected Outcomes

The expected outcome of LINC's services is the creation of a culture of generativity at K-12 schools, led by educators and administrators. LINC does this by working closely with schools and districts to:

- Shift teacher and student mindsets to develop next generation educators and learners (growth mindset/ownership).
- Build leader and teacher capacity in blended and 21st century learning (personalized professional development to support proficiency in blended learning models).

- Design and implement learning environments and models that promote 21st century skill building.
- Scale blended and digital learning implementations that use technology to redefine learning (digitally organized learning: 1:1 ratio infrastructure).
- Foster personalization, student agency, audience, connectivity, and creativity (student-centered learning using PAACC framework—personalization, agency, audience, connectivity, and creativity).
- Differentiate learning by using data and formative assessment effectively.

Assessment/Evaluation

LINC uses disaggregated student data captured during in-person sessions and online sessions using **Lincspring**, which allows us to monitor educators' progress and support sustained professional growth. **Lincspring** allows information to be disseminated to educators; educators to conduct activity and develop their work product; and educators to upload documents, forms, videos, and design plans. LINC can track educators' progress in real-time via **Lincspring**; our coaches receive alerts each time an educator does something. At the end of each cycle, educators take a self-assessment to determine their competency.

LINC's model of instruction is competency-based, so there is no set amount of time spent in our program. Most educators cycle and recycle through each activity at least 3 times; we meet each educator where they are. By cycling multiple times, educators have the time they need to practice and directly apply what they are learning in their classrooms over time. With each cycle, educators progress in their understanding of station rotation and demonstrate improved effectiveness at implementing station rotation in their classrooms. Each cycle allows them to be coached by LINC further along the pathway until they successfully make station rotation part of their regular classroom process.

Throughout LINC's program, educators conduct self-assessments. Educators also build a portfolio of their work and evidence of practice throughout the course that they upload to **Lincspring** at various points during the program. LINC provides teachers, administrators, leadership, and our team with optional rubrics/surveys that they complete at several points during the program. We also build in times to check participant understanding.

This is an example of how this information helps LINC illustrate where a school is along the Generativity Roadmap.



4.3.5 - Proposed Timeline

It is ideal for workshops to take place over the course of an academic year. For teachers, LINC typically visits schools: 5 times to lead workshops and 3-4 times to provide coaching. For administrators, LINC typically visits schools: 5 times to lead workshops and 3-4 times to provide coaching. **See Section 4.3.3., Subsection 3.1.4. for a sample timeline.**

4.3.6 - Assess and Report Outcomes

Assess Outcomes

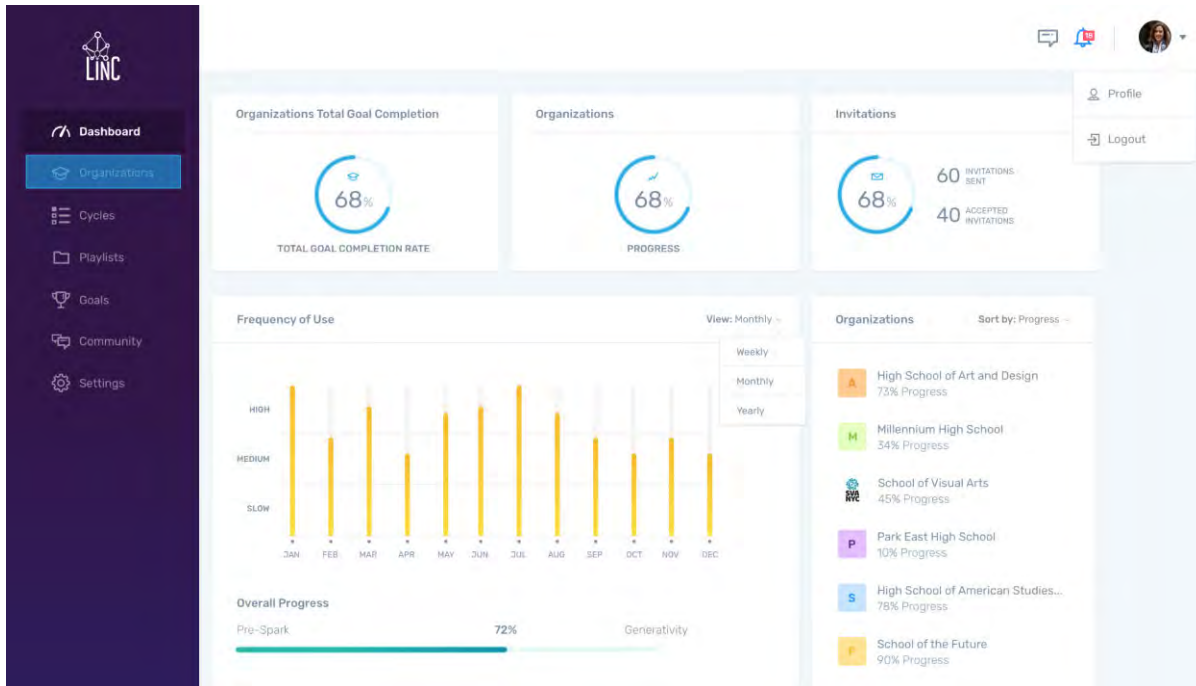
See Section 4.3.4. for a description of how we assess outcomes.

Report Outcomes

There are an abundance of reporting and administrative functions available within **Lincspring** that are available 24/7/365. At a macro level, reports produce usage data, including number of registered users, total hours of usage, hours per user, and the number of projects completed and created. Additional information available at the macro level includes proficiency on embedded assessments, shifts in mindset, and collaborative activity. This combined information provides administrators and teachers with key information to efficiently direct their instructional support.

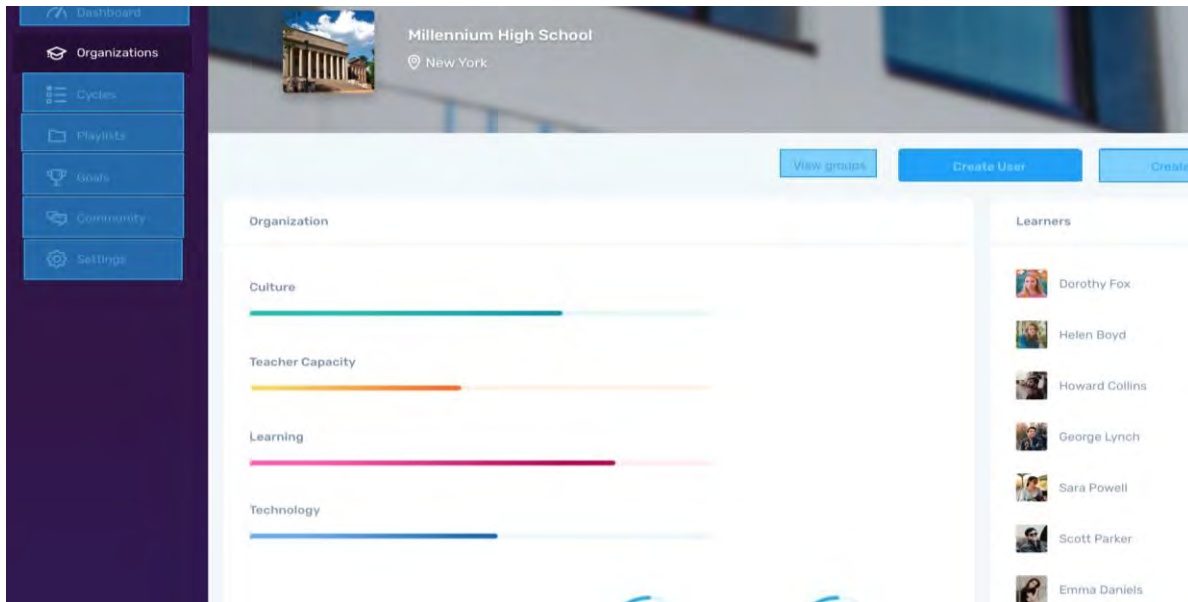
Sample Dashboard Report

In this dashboard, district-level administrators or coaches can see the progress of schools within their district using **Lincspring**. The dashboard offers a high level summary, including frequency of use, outstanding invitations, and progress towards goals and generativity. Additionally, administrators can select a school from the list to see the School Dashboard Progress Report.



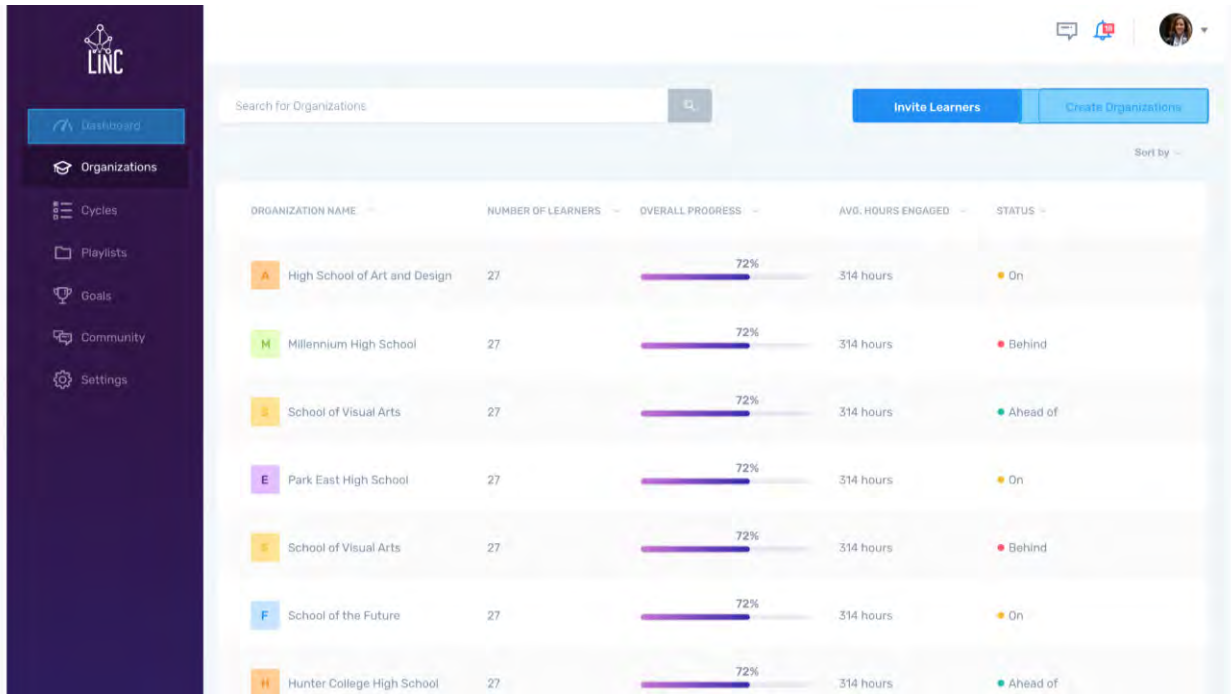
Sample School Progress Report #1

In this report, administrators or coaches within a school can see the progress of the school along the LINC Generativity Roadmap. The School Progress Report allows administrators to see recent discussions and completed activities. Additionally, administrators can select a teacher user from the list to see the learning cycles in progress for that teacher and their personal professional learning goals.



Sample School Progress Report #2

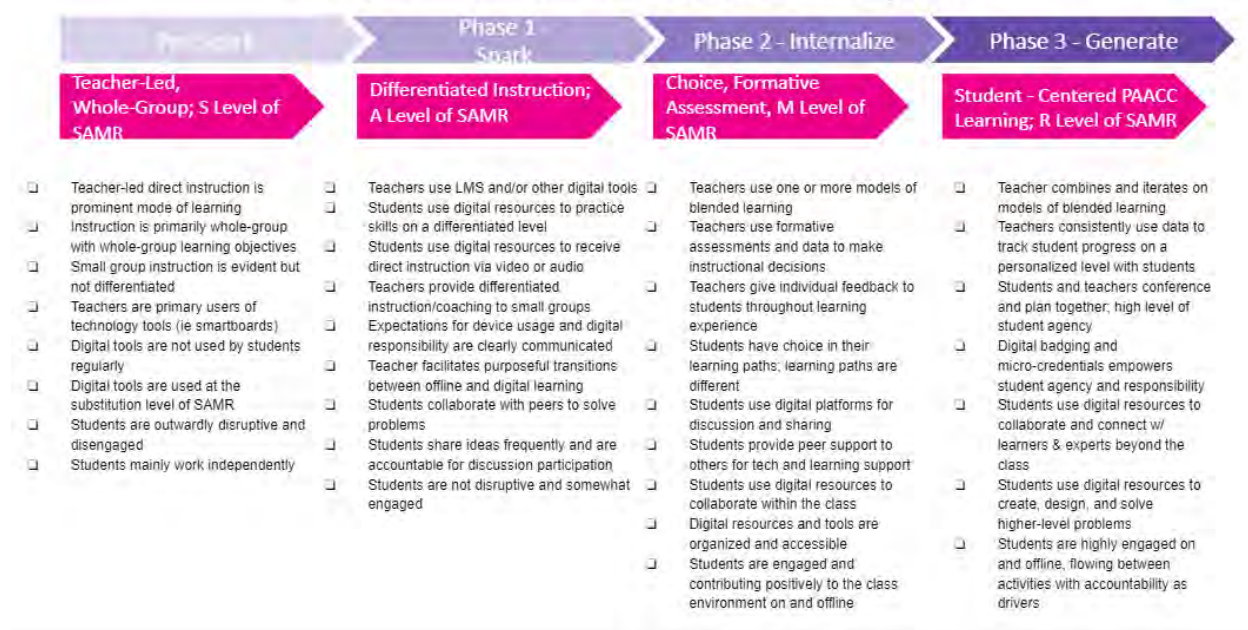
In this report, district-level administrators or coaches can see the progress of schools within their district using **Lincspring**. The School Progress Report offers a high level summary, including the number of teacher users, overall progress towards goals, and the tracking of those goals along the timeline.



Sample Evidence of Practice Report

This report can either be used as a self-reflection by teachers or as an observation tool by administrators. The Evidence of Practice Report is an ongoing reporting tool which illustrates the progress of classroom practices from traditional teacher-centered instruction (Pre-Spark), along the continuum to personalized, student-centered learning (Generate). It is recommended that this report be conducted once per month.

Evidence of Practice Report



The LINC Generativity Assessment Report

School Transformation Roadmap - There are several components of the LINC Generativity Assessment Report which are used throughout the engagement. This reporting tool is intended to help guide the school leadership through the school transformation process and the overall growth of the teachers.

RHS School Transformation Roadmap - Current Status and Goals



School Asset Spark - Quick Wins - This report summarizes a school's strengths with regard to 21st century learning and provides some recommendations of quick wins.

School Asset Spark! Quick Wins

Current Strengths	Quick Wins
<ul style="list-style-type: none"> • Student mindset • Use of formative assessment 	<ul style="list-style-type: none"> • Build upon the formative assessment and standards-based practices to incorporate more formative tools with immediate learning feedback. • Engage students in a brainstorming session on 21 Century Learning and how it changes their role as learners and the teacher's role.
<ul style="list-style-type: none"> • Ongoing PD and instructional coaching 	<ul style="list-style-type: none"> • Begin PD with opportunities to share Blended Learning practices, formative data, and ideas for more student-facing uses of technology (i.e. Padlet Tech Tools Board). • Create an online PLC in Schoology so teachers can share practices and experience the new LMS's potential as a student.
<ul style="list-style-type: none"> • Teacher-student relationships 	<ul style="list-style-type: none"> • Introduce the staff to SAMR and actively work on tech tool use at the A and M levels of SAMR implementation. • Incorporate more opportunities for peer-to-peer discussion and collaboration within classrooms, on or offline.
<ul style="list-style-type: none"> • Use of an LMS and productivity tools 	<ul style="list-style-type: none"> • Begin to categorize the way technology is being used to shift from more presentation to creativity/connectivity and from teacher to student.

Key Findings - This report provides each school with key customized findings in the areas of Culture, Staff Proficiency, Learning Model, and Technology Infrastructure.

Key Findings

Area	Findings
Culture	<ul style="list-style-type: none">• Students value the use of tech but do not yet view themselves as owners of the learning process.• Teachers are beginning to take risks and try new strategies but are still developing agency and a growth mindset towards adult learning.
Staff Proficiency	<ul style="list-style-type: none">• The shared PD and instructional coaching structures are important assets upon which to build teacher capacity in the use of technology and 21C learning models.
Learning Model	<ul style="list-style-type: none">• Instruction appears mainly teacher directed with students engaged in practice.• Teachers may be integrating technology, but they are only just beginning to incorporate blended learning practices and models into classroom instruction.
Technology Infrastructure	<ul style="list-style-type: none">• The school is launching Schoology in the fall, which will provide teachers and students with access to a robust LMS.• Teachers reported that they do not have access to adequate devices to meet their instructional needs.

Key Recommendations - This report provides schools with unique recommendations focused on how the school can improve its readiness for 21st century learning.

Key Recommendations

Area	Recommendation
Culture	<ul style="list-style-type: none"> • Start a Visit & Share practice whereby teachers visit each other's classes and share what they saw in action (i.e. Pineapple Chart) to encourage greater collaboration and risk-taking. • Engage students in the creation of a Digital Citizenship contract and vision of 21C Learning.
Staff Proficiency	<ul style="list-style-type: none"> • Identify teacher trailblazers and administrators to form the Transformation Team. • Begin training on the Whole-Group Rotation and Station-Rotation models of blended learning with more student-facing use of technology.
Learning Model	<ul style="list-style-type: none"> • Differentiate instruction by using digital tools that allow for personalized learning pathways, intervention and acceleration support. • Use collaborative tools such as Google Docs to augment learning within a whole class rotation or station rotation model. • Integrate online class discussions to provide a way for all voices to be heard in class.
Technology Infrastructure	<ul style="list-style-type: none"> • Expand the use of the LMS to facilitate student sharing and collaboration. • Explore tools to transition the use of technology to include more personalization, agency, audience, connectivity, and creativity.

David N. Ross, Executive Director, Division of Contracts and Purchasing

Angela Edwards, Chief Administrator, Central Office Procurement

MTAC PROCESS

The Multiple Task Award Contract (MTAC) solicitation process is an ongoing open enrollment procedure that is intended to create a qualified pool of vendors eligible to deliver specific services for the NYCDOE. If a vendor is approved and placed on the pre-qualified list for a specific service, the vendor is available to receive a contract to deliver said services. Each vendor will have two (2) opportunities to submit a proposal within six (6) months of the original proposal submittal date for the open enrollment pre-qualification. Any vendor who has submitted an initial proposal for consideration will have ten (10) business days from the date of notification to reply with the second submission, inclusive of all changes, corrections and recommended modifications. For services valued at \$25,000 or less, the same procedures for a standard Request for Proposal (RFP) will apply: the Client issues a purchase order. For services valued above \$25,000, the Multiple Task Award Contract (MTAC) process will apply.

The MTAC Process is a *mini-RFP* procedure that allows clients to draw services from a pool of pre-qualified vendors identified via the MTAC solicitation process, described above. Clients will create a scope and solicit proposals from certain vendors who are specifically qualified and requested to deliver the needed services. Vendors will receive a request to propose on an MTAC directly from the client, and will indicate his/her organization's intent to submit a proposal. An MTAC selection will be awarded to the most cost-effective and capable vendor as determined by the client's selection committee.

All MTAC requests must be associated with an existing MTAC in order to be selected. The MTAC request, vendor's proposal and existing MTAC must be the same and cannot be materially different - including, scope, program plan, price, etc. In particular, vendors may not increase the pricing agreed upon within the related MTAC but may offer a lesser unit cost as part of the MTAC process. In addition, clients cannot approve vendor invoices which split the dollar value. If a split occurs the vendor will not be paid. Vendors must comply with the stated guidelines to receive an MTAC request and compensation for the services rendered.

Appendix F - Pricing Form

#	A Component(s)	B Grade Level (Enter Elementary, Middle, High or all that apply)	C Audience	D Title of Workshop, Course, Seminar or Activity	E Description (300 words max) MANDATORY	F Total Price per Workshop, Course, Seminar or Activity (Dollars)	G Sessions per Workshop, Course, Seminar or Activity (no. of sessions)	H Hours per Session (Hours)	I Duration of Workshop, Course, Seminar or Activity (in weeks)	J Participants		L Number of Instructors per Session	M Program Rate per Hour per Max Participants (dollars) F/(G x H)/K
										Min	Max		
1	Professional Development Workshop	K-12	Transformation Team and Leadership / Administrators	Blended Learning Readiness Assessment	In this session, the LINC team will conduct a readiness assessment for the school with regard to 21C, student-centered learning. The assessment involves a three (3) hour visit to the school to observe classrooms and school environment. It also involves conducting surveys with teachers, students, administrators, and technology staff. The LINC team analyzes the data to assess the current readiness of the school across four (4) quadrants: Culture, Capacity, Learning Environment, and Technology Infrastructure. Additionally, the LINC team develops findings and recommendations to support the school's growth. This assessment will ensure the right plan and pace is developed for the school.	\$1,031	1	3.0	1	3	30	1	\$ 11.46
2	Professional Development Workshop	K-12	Transformation Team and Leadership / Administrators	The 21st Century Leader's Mindset & Your School's Readiness	An experienced LINC facilitator will deliver a 3 hour workshop to the school-based transformation team introducing the fundamentals and principals of 21C, student-centered learning. This includes understanding the practices of blended and personalized learning, the urgency of this shift in classrooms, and some of the models used in innovative classrooms. The LINC facilitator will also review the findings and outcomes of the Readiness Assessment of the school (if that was completed). The outcome of this workshop will be an understanding of the school's unique readiness, needs and goals in transforming to 21C, student-centered learning. The transformation team usually consists of up to ten (10) staff members including the principal, assistant principals, technology coaches, and trailblazer teachers. The role of the transformation team is to help guide the schoolwide transformation process. LINC professional development is eligible for CTLE credit!	\$900	1	3.0	1	3	25	1	\$ 12.00

3	Professional Development Workshop	K-12	Transformation Team and Leadership / Administrators	Designing Your 21st Century Vision and Instructional Models	An experienced LINC facilitator will deliver a 3 hour workshop to the school-based transformation team to explore various models of blended learning. Participants will be guided through an instructional design process incorporating their vision and structure for their 21C school. The transformation team usually consists of up to ten (10) staff members including the principal, assistant principals, technology coaches, and trailblazer teachers. The role of the transformation team is to help guide the schoolwide transformation process. LINC professional development is eligible for CTLE credit!	\$900	1	3.0	1	3	25	1	\$ 12.00
4	Professional Development Workshop	K-12	Transformation Team and Leadership / Administrators	Culture Transformation Toolkit & Trailblazers	An experienced LINC facilitator will deliver a 3 hour workshop to the school-based transformation team to build their capacity and skill in becoming culture leaders and transformation agents in their school. Participants will learn various best practice strategies in how to help teachers and students build a growth mindset and schoolwide culture of innovation and agency. The transformation team usually consists of up to ten (10) staff members including the principal, assistant principals, technology coaches, and trailblazer teachers. The role of the transformation team is to help guide the schoolwide transformation process. LINC professional development is eligible for CTLE credit!	\$900	1	3.0	1	3	25	1	\$ 12.00
5	Professional Development Workshop	K-12	Transformation Team and Leadership / Administrators	Designing Your 21C Learning Community	An experienced LINC facilitator will deliver a 3 hour workshop to the school-based transformation team focusing on the importance of educators becoming 21C learners and leveraging professional learning communities (PLC). PLCs are typically small teacher networks in which teachers support each other's growth, share best practices, and learn together. In this workshop, the participants will be led through the process of creating 21C professional development plans and structures for their school. The transformation team usually consists of up to ten (10) staff members including the principal, assistant principals, technology coaches, and trailblazer teachers. The role of the transformation team is to help guide the schoolwide transformation process. LINC professional development is eligible for CTLE credit!	\$900	1	3.0	1	3	25	1	\$ 12.00
6	Professional Development Workshop	K-12	Transformation Team and Leadership / Administrators	Technology Infrastructure & Policy Design	An experienced LINC facilitator will deliver a 3 hour workshop to the school-based transformation team focusing on best practices in rolling out technology. The team will begin to develop their plan for technology deployment and policy development. The transformation team usually consists of up to ten (10) staff members including the principal, assistant principals, technology coaches, and trailblazer teachers. The role of the transformation team is to help guide the schoolwide transformation process. LINC professional development is eligible for CTLE credit!	\$900	1	3.0	1	3	25	1	\$ 12.00

7	Professional Development Workshop	K-12	Transformation Team and Leadership / Administrators	Deepening Your Blended Learning Understanding	An experienced LINC facilitator will deliver a 3 hour workshop to the school-based transformation team to further establish their understanding of Blended and Personalized Learning structures and models. This workshop will help the transformation team members effectively lead the initiative of student-centered, 21C learning. The transformation team usually consists of up to ten (10) staff members including the principal, assistant principals, technology coaches, and trailblazer teachers. The role of the transformation team is to help guide the schoolwide transformation process. This and all LINC and workshops are eligible for CTLE credit!	\$900	1	3.0	1	3	25	1	\$ 12.00
8	Professional Development Workshop	K-12	Transformation Team and Leadership / Administrators	Coaching and Facilitating in a Blended Environment	An experienced LINC facilitator will deliver a 3 hour workshop to the school-based transformation team focusing on understanding how to conduct the ongoing observations and coaching in a blended learning environment. The participants will become well-versed in the Evidence of Practice observation tools and rubrics of 21C, student-centered learning. They will also learn coaching strategies in supporting teachers in making incremental steps in their growth. The transformation team usually consists of up to ten (10) staff members including the principal, assistant principals, technology coaches, and trailblazer teachers. The role of the transformation team is to help guide the schoolwide transformation process. LINC professional development is eligible for CTLE credit!	\$900	1	3.0	1	3	25	1	\$ 12.00
9	Professional Development Workshop	K-12	Transformation Team and Leadership / Administrators	Students as Owners of their Learning	An experienced LINC facilitator will deliver a 3 hour workshop to the school-based transformation team focused on helping teachers build a culture of student ownership of their learning. As student mindset is a critical component of Blended and Personalized Learning classrooms, teachers must help students evolve in their role as agents of the learning process. This workshop will deliver tangible practices in developing student growth mindset. The transformation team usually consists of up to ten (10) staff members including the principal, assistant principals, technology coaches, and trailblazer teachers. The role of the transformation team is to help guide the schoolwide transformation process. LINC professional development is eligible for CTLE credit!	\$900	1	3.0	1	3	25	1	\$ 12.00
10	Professional Development Workshop	K-12	Teachers	The 21st Century Teacher's Mindset	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers focusing on the fundamentals of 21C, student-centered learning. This is an introductory workshop for teachers to help build their mindset and readiness to expand their practice to include blended and personalized learning. Teachers will be introduced to the PAACC framework of lesson planning which includes Personalization, Agency, Authentic Audience, Connectivity and Creativity. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14

11	Professional Development Workshop	K-12	Teachers	Student Mindset and Shared Visioning for 21C Learning	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers focusing on how to engage students in taking greater ownership in their learning. Teachers will learn tangible classroom practices and techniques to help students grow their agency such as developing a collaborative classroom contract, utilizing student-centered classroom routines, and conducting shared visioning. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14
12	Professional Development Workshop	K-12	Teachers	Blended Learning Classroom Management and Digital Contract	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers focused on helping teachers develop key practices of effective classroom management in blended environments. Teachers will learn to incorporate strategies which enhance student ownership and collaboration as participants in the learning process. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14
13	Professional Development Workshop	K-12	Teachers	Designing Your 21C Classroom (Blended Learning Models)	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers exploring various models of blended and personalized learning including station rotation, whole group rotation, flipped classroom, and the playlist model. Teachers will begin the process of redesigning their 21C, student-centered classroom. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14
14	Professional Development Workshop	K-12	Teachers	Reinventing Your Lesson Plans with the PAACC	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers introducing the PAACC framework of student-centered lesson planning. The PAACC framework includes Personalization, Agency, Audience, Connectivity and Creativity. Teachers will be guided through a process of reinventing their traditional lesson plans into 21C, student-centered experiences. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14
15	Professional Development Workshop	K-12	Teachers	Deep Dive into Station Rotation Planning	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers focusing on planning for a station rotation classroom. The station rotation model of blended learning is a great way to increase differentiation, create targeted small group instruction, build student agency, and help teachers maximize time with students. Teachers will learn and apply tools and best practices in lesson planning for a station rotation learning experience. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14

16	Professional Development Workshop	K-12	Teachers	Deep Dive into Whole Group Rotation and Flipped Classroom Planning	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers focusing on planning for whole group rotation (WGR) and flipped classroom models. The WGR and flipped classrooms are great ways for teachers to build student agency, create more personalized classrooms, and maximize time with students. Teachers will learn and apply tools and best practices in lesson planning for whole group rotation and flipped classroom. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14
17	Professional Development Workshop	K-12	Teachers	Agency Through Formative Assessment & Mastery	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers focused on deepening student agency through formative assessment. Teachers will learn various tools, practices, and strategies to help generate immediate feedback and through effective student self-assessment and help students take greater control and ownership of their learning process. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14
18	Professional Development Workshop	K-12	Teachers	Using Rubrics as Formative Assessment Tools	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers exploring best practices in using rubrics as a formative tool. Teachers will deepen their knowledge of 21C learning through better understanding the differences and uses of various assessment structures including the holistic rubric, the analytic rubric, and the single-point rubric. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14
19	Professional Development Workshop	K-12	Teachers	Simple Apps for Big PAACC Impact	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers exploring high-impact digital tools. This hands-on, tinker-based session will help teachers build their digital toolbox with intention using the PAACC framework (Personalization, Agency, Authentic Audience, Connectivity, and Creativity). Teachers will collaborate to create their plans to implement digital tools in their classroom. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14
20	Professional Development Workshop	K-12	Teachers	Maximizing Available Technology	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers exploring models and practices geared specifically to the technology currently at their disposal. LINC will work with school leadership and teachers to identify existing tools and co-develop strategies that best fit their access to student technology in order to maximize instructional benefit. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14

21	Professional Development Workshop	K-12	Teachers	Onboarding & Supporting Students	An experienced LINC facilitator will deliver a 3 hour workshop to up to 60 teachers to support their effectiveness in introducing digital tools to students and onboarding students into new learning protocols. This workshop will help teachers remain organized and effective and students take greater ownership in the learning process. LINC professional development is eligible for CTLE credit!	\$925	1	3.0	1	5	60	1	\$ 5.14
22	Professional Development Workshop	K-12	Teachers	Virtual Platform User License	The Lincspring virtual platform is a virtual coaching and teacher professional development tool that provides teachers with 24/7 access to over 30 modules and 50+ hours of learning to support their growth in 21C, student centered learning. Lincspring is a fully personalized professional development system developed in conjunction with research from Stanford University's Graduate School of Education. Teachers will become 21C learners as they build their practice of blended and personalized learning in their classrooms. Modules include such topics as Planning for Flipped Learning, Station Rotation w/ Digital Practice, Formative Assessment, and Empowering Students through Shared Visioning. The Lincspring virtual platform can be purchased separate from the workshops and virtual coaching. Each user license to the virtual platform allows 24/7 access to all available courses for the period of one (1) year. LINC professional development is eligible for CTLE credit!	\$102	25	1.0	1	1	1	1	\$ 4.08
23	Professional Development through Mentoring Programs	K-12	Teachers	Virtual Coaching	A Lincspring coach will provide one (1) hours of virtual coaching to school leadership, teacher coaches, or directly to teachers (up to 5 people per session). Virtual coaching is a powerful practice allowing for support on-demand from a knowledgeable expert in blended and personalized learning. Virtual coaching can be scheduled at the convenience of the school-based staff and structured to best meet the growth needs and goals of the school personnel. Virtual coaching can be purchased separate from workshops and the Lincspring virtual platform.	\$221	1	1.0	1	1	8	1	\$ 27.63

TERMS AND CONDITIONS

1. Definitions

- A. Words used in this Agreement shall have their ordinary meanings in the English language, except that scientific, technical, specialized or foreign words shall be given their appropriate scientific, specialized or foreign meanings, and definitions specifically provided elsewhere in the Agreement shall apply.
- B. The following words, names and titles shall have the following meanings:
- (1) "The Board" means the Board of Education of the City School District of the City of New York.
 - (2) "The City" means the City of New York.
 - (3) "Contract Budget Detail" means the document attached to and incorporated into the Agreement explaining and limiting how funds paid hereunder are to be expended by the Contractor.
 - (4) "The Comptroller" and "The Commissioner of Finance" mean the Comptroller and the Commissioner of Finance of the City, respectively.
 - (5) "The Chancellor" means the Chancellor of the Board.
 - (6) "Approved," "Required," "Directed," "Specified," "Designated" or "Deemed Necessary," unless otherwise expressed, mean approved, required, directed, specified, designated, or deemed necessary, as the case may be by the Chancellor or his designee.
 - (7) "Completion" means full and complete compliance with every requirement of the Agreement by the Contractor as certified by the Chancellor or his designee.
 - (8) "Final Payment" means (i) the payment or refund by the Board or City of any moneys that exhausts the amount of money made available under the Agreement or (ii) any payment marked "Final Payment."

2. Captions

The headings of this Agreement, the paragraphs, and subparagraphs of the Agreement, and of any attachments, are included solely for convenience and reference, and they shall not be used in any way to interpret this Agreement.

3. Conditions Precedent

This Agreement shall not become effective or binding upon the Board until: (1) it shall have been approved as to legal sufficiency by the Board's Office of Legal Services; (2) it shall have been executed by the Chancellor; (3) it shall have been approved as to legal authority by the New York City Law Department; (4) it shall have

been registered by the Comptroller; (5) it shall have been approved by the New York State Education Department, if applicable; and, (6) the Comptroller shall have issued a certificate indicating there remains unexpended and unapplied a balance of the appropriation or fund applicable hereto sufficient to pay the estimated expense of performing the Agreement as certified by the Board. A Requirement Agreement for an extended period will require an endorsement upon the Agreement from time to time as services and/or items and materials are ordered, of the sufficiency of the appropriation applicable towards the payment for said services and/or materials as and when ordered. (Rev. 4/16/01)

4. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the Law.

5. Unlawful Provisions Void

If this Agreement contains any unlawful provisions or portions thereof, they shall be deemed deleted from the Agreement and the remainder of the Agreement shall remain in full force and effect. If the deletion of such provision frustrates the purpose of this Agreement, either party may make application to the Chancellor's designee for relief. (Rev. 10/4/02)

6. Religious Activity Prohibited

There shall be no religious worship, instruction, proselytizing, or other religious activity in connection with the performance of this Agreement.

7. Political Activity Prohibited

No Board property provided to the Contractor hereunder for the purposes of this Agreement shall be used for any political activity or to further the election or defeat of any candidate for public office. As used herein the term "Board property" shall include, but not be limited to, supplies, work sites, funds advanced and services.

8. Publication and Publicity

The Contractor or anyone employed by the Contractor may not publish the results of its participation or findings in the performance of this Agreement without the prior written approval of the Chancellor or his designee. All approved publications shall acknowledge that the program is supported by funds from the Board. Five true copies of each approved publication shall be furnished to the Board without charge. (8/29/88)

9. Copyright

If the Contractor or anyone employed by the Contractor shall write, record or otherwise produce copyrightable material within the scope or in furtherance of this Agreement, the Board shall be considered the author for purposes of copyright, renewal of copyright, and

termination of copyright and, unless expressly waived in a written instrument signed by the Chancellor or his designee, the owner of all of the rights comprised in the copyright. (6/88)

10. Patents

Any invention or discovery arising out of or developed in furtherance of this Agreement shall be promptly and fully reported to the Board. The Board shall have the exclusive right to apply for patent protection on such invention or discovery and to determine how the rights in said invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered.

11. Accounting for Property

If any property is acquired by the Contractor with funds provided by the Board under this Agreement, the property shall be deemed purchased by the Board for the use of the Contractor during the term of the Agreement shall be permanently embossed "Property of New York City Board of Education" and shall be returned to the Board, at the Contractor's expense, within thirty (30) days after the end of said term, unless the Contractor is otherwise notified in writing by the Chancellor or his designee. (6/21/88)

12. Non-Reimbursable Expenses

The following items may not be claimed as a direct or indirect cost of the Services provided under this Agreement:

- a. rental expense of apartments;
- b. interest on loans;
- c. penalties for delinquent filing of tax returns;
- d. political or charitable contributions;
- e. advertising and promotions;
- f. legal expenses;
- g. key-man life insurance premiums;
- h. federal, state and city income taxes, state and city franchise taxes, and any costs for the preparation of such tax returns;
- i. expenses incurred in preparing for operations;
- j. cost of employee meals and lodging except when traveling outside the City and pursuant to the Contract Budget Detail of this Agreement;
- k. entertainment, gratuities, and any other items of a personal nature;
- l. long distance telephone calls unless directly related to the services provided under the terms of this Agreement;
- m. any expense not ordinary, necessary or reasonable in the performance of the Agreement.

13. Limitation on Overhead

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall be reimbursed for overhead costs equal to the lesser of either (1) the amount specified in the Contract Budget Detail of this Agreement or (2) the amount calculated by multiplying the total direct labor cost plus fringe benefits stated in the Contract Budget Detail of this Agreement by a fraction, the numerator of which shall be the total of all the Contractor's overhead costs during the term of this Agreement for all operations, and the denominator of which shall be

the total of all of the Contractor's direct labor costs plus fringe benefits during the Term of this Agreement for all operations.

14. No Extra Compensation

The Contractor shall not seek, ask for, demand, sue for or recover, as extra compensation or otherwise, any sum for labor, materials or Services other than the compensation agreed upon and fixed.

15. Invoices and Payments

The Contractor shall furnish proof of performance with each invoice, and shall comply with all Board requirements concerning the manner in which invoices are to be submitted. The Contractor shall not be entitled to demand or receive full or partial payment, until each and every one of the provisions of this Agreement is complied with, and the Chancellor or his designee shall have given written certification to that effect. Nothing contained herein shall be construed to affect the right hereby reserved by the Board to reject the whole or any portion of the performance, should said certification be inconsistent with the terms of this Agreement, or otherwise erroneously given.

16. Cancellation of Grant Funding

If the goods or Services to be provided hereunder are to be paid for, in whole or in part, by means of grant funding received by the Board from federal, state, city or private sources, the obligation to pay the Contractor shall be subject to the continuing availability of said funding. The Board shall notify the Contractor within five (5) business days from the date the Board receives written notice of the cancellation of grant funding, in whole or in part, whereupon the Contractor may cease further performance of this Agreement to the extent said performance would not be supported by grant funding. However, the Board may, at its option, require completion of performance of this Agreement by the Contractor upon giving written assurance, signed by the Chancellor or his designee, within fifteen (15) business days of the date the Board receives written notice of such cancellation, that the completed performance of this Agreement shall be supported by other available funds.

17. No Estoppel

The Board, City, and their respective departments, divisions and offices, shall not be precluded or estopped by a statement or document issued by or on behalf of the Board or the City, from indicating the true value of Services performed and supplies furnished by the Contractor or by any other person pursuant to or as a result of this Agreement, or from indicating that any such return or certificate is untrue or incorrect in any particular, or that the Services performed and supplies furnished or any part thereof do not in fact conform to the provisions of the Agreement. Notwithstanding any such statement or document, or payment in accordance therewith, the Board and the City shall not be precluded or estopped from demanding and recovering from the Contractor such damages as may be sustained by reason of the Contractor's failure to comply with the provisions of this Agreement.

18. Acceptance of Final Payment

Receipt and negotiation by the Contractor, or by any person claiming under this Agreement, of the Final Payment hereunder, notwithstanding whether such payment be made pursuant to any judgment or order of any court, shall constitute a general release of the Board from

any and all claims and liability for anything done, furnished, or relating to the labor, materials, or services provided, or for any act of omission or commission of the Board or its agents and employees. Said release shall be effective against the Contractor and the Contractor's representatives, heirs, executors, administrators, successors, and assigns.

19. Claims - Limitation of Action

No action at law or equity shall be maintained by the Contractor, its successors or assigns, against the Board on any claim based upon or arising out of this Agreement, or out of anything done in connection with this Agreement, unless such action shall be commenced within six (6) months after the date of filing of the voucher for final payment hereunder or within six (6) months of the required completion date for the services performed hereunder, whichever is sooner. None of the provisions of Article 2 of the Civil Practice Law and Rules shall apply to any action against the Board arising out of this Agreement.

20. Notices

The Contractor's address stated on page 1 of this Agreement is hereby designated as the place where all notices, letters or other communications directed to the Contractor shall be served, mailed or delivered. Any notice, letter or other communication directed to the Contractor and delivered to such address, or sealed in a post-paid wrapper and deposited in any post office box regularly maintained by the United States Postal Service, shall be deemed sufficient service thereof upon the Contractor. Said address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Chancellor's designee. Nothing herein contained shall be deemed to preclude or render inoperative personal delivery of any notice, letter or other communication, written or oral, to the Contractor. Whenever it shall be necessary or required to prove the delivery of any notice, an affidavit describing such delivery shall be conclusive evidence of such delivery.

21. Amendments and Waivers

- A. This Agreement may be amended by a written instrument signed by an authorized officer for the Contractor, and by the Chancellor or his designee. No amendment materially affecting the substance hereof shall be effective unless authorized by the Chancellor, and a copy of said authorization is attached to the amendment and incorporated therein. (Rev. 11/27/02)
- B. No waiver by the Board of any term or condition hereof shall be effective unless in writing and signed by the Chancellor or his designee. Any waiver shall be specifically limited to its terms, and shall not be deemed applicable to subsequent like circumstances.
- C. Any purported oral amendment or waiver shall be void.

22. Suspension of Deliveries

The Chancellor or his designee, may postpone, delay, or suspend the delivery of the goods or Services, or any part thereof, without additional compensation to the Contractor. In such event, (A) the time established for performance by the Contractor of any duty during the Term of this Agreement may, at the Contractor's option, be extended for the number of days

the Contractor was delayed by said suspension, postponement, or delay provided the Term is not thereby extended; however, (B) the Term may, at the Board's option, be extended for the number of days the Contractor was delayed by said suspension, postponement, or delay.

23. Cancellation

- A. If the Contractor violates any provision of this Agreement, the Chancellor or his designee may pursue any legal or equitable remedies available to the Board. In addition, the Chancellor or his designee may seek to have the Contractor declared in default by a panel to be designated by the Chancellor. In the event that the Chancellor's designee shall determine the Contractor to be in default, the Board may cancel this Agreement and shall thereafter be relieved of all liability hereunder. Upon a finding of default in violation of this contract, the Contractor shall be deemed not responsible and disqualified from bidding for a period of four years, unless in such finding of default, a lesser penalty is imposed by reason of mitigating circumstances. (Rev. 10/4/02)
- B. In the event of breach of this Agreement by the Contractor, the Board shall have the right to cancel and terminate said Agreement, and the Contractor shall be liable to the Board for any additional cost of completion of the within services, the Board's other costs in connection with the termination, reletting and completion of the services. All such costs, along with any liquidated damages for delay provided herein, may be assessed by the Board against the Contractor and deducted by the Board from payment to be made to the Contractor under this or any other Agreement at any time between the Contractor and the Board or City. In the event that said costs exceed all sums owed at the termination date of this Agreement, the Contractor shall pay the amount of such excess to the Board upon notice from the Board of said amount, and in the event that said costs and liquidated damages are less than the sum payable under this Agreement as if same had been completed by the Contractor, the Contractor shall forfeit all claims to the difference to the Board. If the Board undertakes to secure the services or any part thereof under this section of the Agreement, the certificate of the Chancellor or his designee indicating the amount of services secured, the cost and excess cost, if any, of completing this Agreement, and the amount of liquidated damages hereunder, shall be conclusive and binding upon the Contractor, its assigns and all other claimants.

24. Board Determination

The Chancellor or his designee shall in all cases determine the acceptability of the labor, materials, or Services which are delivered pursuant to this Agreement, including but not limited to their quality, delivery, and condition, and shall in all cases decide every question which may arise relative to the performance of this Agreement. The Contractor may not rely upon, and the Board shall not be bound by, any explanations, determinations or other statements by or from the Board which are not in writing and signed by the Chancellor or his designee.

25. Investigations

- 25.1 The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the governmental agency that is a

party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

- 25.2(a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York; or,
- 25.2(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then:
- 25.3(a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license may convene a hearing, upon not less than (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- 25.3(b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 25.5 below without the City and Board incurring any penalty or damages for delay or otherwise.
- 25.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:
- (a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City and Board; and/or
 - (b) The cancellation or termination of any and all such existing City and Board contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City and Board incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the Board.
- 25.5 The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b)

below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

- (a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
- (b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
- (c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City and the Board.
- (d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 25.4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 25.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstances the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

- 25.6
- (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 - (b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
 - (c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, licenses, leases, or permits from or through the City or Board or otherwise transacts business with the City or Board.
 - (d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

- 25.7 In addition to and notwithstanding any other provisions of this agreement, the commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event the Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or Board, or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Contractor or affecting the performance of this agreement.

26. Reports, Inspection and Records

- A. The Contractor shall promptly provide all reports required by the Board, including without limitation, financial, program, statistical, analytical, narrative and progress reports. Unless otherwise provided herein, the final payment hereunder shall not be made until all reports have been submitted and approved by the Board.
- B. The Contractor shall, until six (6) years after completion of its services hereunder or six years after date of termination of this Agreement, whichever is later, maintain and retain complete and correct books and records relating to all aspects of the Contractor's obligations hereunder. Records must be maintained separately, so as to identify clearly the hours charged to this Agreement and be distinguishable from all other hours charged which are not related to this Agreement.
- C. The Contractor shall make its staff, and premises, books, records, operations, and Services provided under this Agreement, and those of its subcontractors, available to the Board and to any person, agency or entity designated by the Board, at any time, for program, audit, fiscal audit, inspection, observation, sampling, visitation and evaluation, and shall render all assistance and cooperation for said purposes. The Contractor agrees to attend, upon demand, any investigation conducted by the Board to produce any records and other documents required by the Board at that investigation, to cooperate with the Board, and to give sworn testimony pertaining to those documents or the subject of the investigation; provided only that the investigation, testimony, records and documents relate to the subject of the Contractor's relationship with the Board of Education. If a corporation, partnership or government agency, the Contractor agrees to require its officers, employees and partners to comply with the foregoing.
- D. In its record keeping the Contractor shall also comply with all federal, state and local laws and regulations pertaining to such records, including, without limitation, the regulations of the Comptroller, and shall require its subcontractors to do likewise.
- E. In the event that any federal, state or local government agency, or other public or private agency conducts an audit of any of the Contractor's operations which pertains directly or indirectly to the goods and services provided pursuant to this Agreement, within five (5) working days after receipt by the Contractor of notice of the commencement of such audit the Contractor shall give notice of such commencement to the Board; and within five (5) working days after receipt by the Contractor of a copy of any resulting interim or final audit report, the Contractor shall supply one copy thereof to the Board. (6/24/88)

27. Non-Assignment of Contract

The Contractor shall give its personal attention to the faithful performance of this Agreement. The Contractor covenants that it will not assign, transfer, convey, sublet or otherwise dispose of this Agreement or its right, title or interest therein or its power to execute such Agreement, to any other person or corporation without the previous written consent of the Chancellor or his designee. Request for permission to assign a contract shall be submitted in writing to the Chancellor's designee, Executive Director of the Division of Contracts and Purchasing, 65 Court Street, Brooklyn, New York 11201. A non-refundable processing fee of \$250.00 for contract amounts less than \$100,000.00 and \$500.00 for contract amounts \$100,000.00 or greater shall be submitted with the request. Said fee shall be by check or money order and

made payable to the New York City Board of Education, Division of Contracts and Purchasing. The Chancellor's designee shall grant or deny such requests after consultation with the appropriate Division or Office, the decision is final and binding. If the Contractor in any way violates the terms of this provision, the Board shall have the right to cancel and terminate this Agreement, and the Board shall thereupon be relieved from all liability hereunder. Nothing contained herein shall be construed to affect an assignment by the Contractor for the benefit of its creditors made pursuant to the statutes of the State of New York. No right under this Agreement, or to any monies due or to become due hereunder, shall be asserted against the Board or the City in law or in equity by reason of a purported assignment of this Agreement, or any part thereof, or of any monies due or to become due hereunder, unless authorized as aforesaid. (Rev.11/27/02)

28. Contractor's Staff

The Contractor shall employ or contract for the services of only competent workmen, consultants, independent contractors and other employees as are, or reasonably may be, necessary for the performance of the Services hereunder.

The Contractor warrants that it shall be solely responsible for its employees' work, direction, safety and compensation. (6/84)

The Contractor agrees to replace immediately any employee, and not engage such employee in the performance of this Agreement, if the Contractor is notified in writing that, in the opinion of either the Chancellor, a Community Superintendent, or their designees, such employee is incompetent or otherwise impedes the performance of the services hereunder.

29. Confidentiality of Records

All personally identifiable student and staff information obtained by or furnished to the Contractor by the Board, and all reports and studies containing such information prepared or assembled by the Contractor, are to be kept strictly confidential by the Contractor and shall not be provided or disclosed to any third party without the express written permission of the Chancellor or his designee. The Contractor shall limit access to such material in its control to those of its employees performing services pursuant to this Agreement strictly on a need to know basis. The Contractor shall restrict its use of the information to its performance under this Agreement and shall return all such material to the Board upon the completion of the services herein.

30. Testimony

If the project which is the subject matter of this Agreement at any time becomes involved in a proceeding, to which the Board or the City is a party, before any court, board, tribunal, panel, arbitrator, referee or agency, the Contractor shall provide such knowledgeable witnesses as the Board shall require, free of additional compensation of any kind. Nothing herein shall require the Contractor to provide testimony in any proceeding in which it is a party with interests opposed to those of the Board.

31. No Personal Liability

Neither the Chancellor, nor any board members, nor any officer, employee, agent or representative of the Board or of the City shall be personally liable, based upon any theory of law or equity, to the Contractor or to any party claiming on behalf of or through the Contractor, under this Agreement, or by reason of any individual's actions or failure to act in

any way connected with this Agreement, whether or not the action shall have been within or without an individual's scope of authority. The scope of this provision includes personal injury to any personal interest (commercial or otherwise), physical injury (including death), property damages, and any pecuniary damages where such injuries or damages result from or arise out of negligence. The Contractor further waives any and all rights to make a claim or commence an action or special proceeding, in law or equity, against any of the aforementioned individuals, and the Contractor hereby assigns its complete right, title, and interest in any such claim, action, or special proceeding to the Board. (Rev. 12/12/02)

32. Indemnification

The Contractor shall defend, indemnify and hold harmless the Board and the City from any and all claims, suits, actions, costs and damages to which the Board and the City may be subjected by reason of injury to person or property, or wrongful death, as may result of any act, omission, carelessness, malpractice or incompetence of the Contractor, or anyone employed or engaged by the Contractor, in connection with the performance of this Agreement. (12/19/02)

33. Conflicts of Interest

- A. Except as stated in paragraph B, no non-governmental Contractor may have on its Board of Directors (or comparable body), employ or have under contract for services (1) any present full-time officer or employee of the City of New York or the Board of Education or any part-time officer or employee of the Board, or (2) any present full-time officer or employee of the City on leave from the City or the Board or any part-time officer or employee of the Board currently on leave from the Board. Generally, the Conflicts of Interest Board may grant waivers of this provision, if an employee or officer is not involved in the Contractor's business with the City or the Board. Said waivers are discretionary and must be approved prior to the commencement of services by that individual. The Board of Education's Ethics Officer must be contacted if an officer or employee wishes to request a waiver. (Rev. 12/12/02)
- B. No Board of Education officer or employee may serve as an unpaid member of a Board of Directors (or comparable body) of a non-governmental not-for-profit Contractor without the permission of the Chancellor. To obtain this permission, the officer or employee must contact the Board of Education's Ethics Officer. All other City officers or employees may serve as unpaid members of Boards of Directors (or comparable body) of a non-governmental not-for-profit Contractor, if the officer or employee has no involvement with the Contractor's business with the City or the Board. (Rev. 11/27/02)
- C. No officer or employee of the Board of Education, or the officer or employee's spouse/ domestic partner or unemancipated child(ren) can have an ownership interest in the contractor, defined as an interest which exceeds five percent of the firm or an investment of \$32,000 in cash or other form of commitment, whichever is less, and any lesser interest when the officer or employee or spouse, unemancipated child(ren), or domestic partner exercises managerial control or responsibility regarding any such firm. For Contractors with stock that is publicly traded, compliance with this subparagraph C is the obligation of Board of Education employees and officers. (1/16/03)

- D. No former officer or employee of the Board may appear before the Board on behalf of a non-governmental Contractor within one year of the former officer or employee's termination of service with the Board. An appearance before the Board includes all communications with the Board. However, a former employee of the Board is not prohibited from serving on a non-governmental Contractor's Board of Directors (or comparable body), or from employment or contracting for services with the Contractor, provided that the former employee does not appear before the Board within one year of the termination of service with the Board.
- E. No former officer or employee of the City (including the Board) may have any involvement on behalf of a non-governmental Contractor with any aspect of a contract, including services under that contract, if that former officer or employee was involved substantially and personally with any aspect of that contract while employed by the City. Any former City employee whose duties for the City or the Board involved a contract shall contact the New York City Conflicts of Interest Board for clarification before having any involvement with the contract on behalf of a non-governmental Contractor or any other private interest.
- F. The Contractor warrants that, other than a bona fide employee or contractor regularly working as a sales representative for the Contractor, no person, selling agency, or other entity has solicited or secured this Agreement, or has been employed or retained to do so, for a commission, percentage, brokerage fee or contingent fee.
- G. The Contractor shall not give, and warrants that it has not given or promised to give, any gift to a community school board member, school leadership team member or to any officer, employee or other person whose salary is payable in whole or part from Board or City funds, or other funds under this Agreement. The word "gift" shall include, without limitation, money, tangible goods, services, loans, promises or negotiable instruments. (2/13/01)
- H. If the Contractor violates any provision of this paragraph, the Board may, at its option: (1) cancel and terminate this Agreement and be relieved of all liability hereunder; (2) deduct all amounts paid by the Contractor or other value given by the Contractor in violation of this paragraph from payments made or to be made to the Contractor under this or any other Agreement at any time; (3) require the refund of any funds paid hereunder; (4) any combination of the foregoing; or (5) any other action the Board deems necessary and appropriate as permitted by law. Any breach of the warranties or violation of the provisions of this paragraph shall be grounds to find the Contractor or its principals as not a responsible bidder on other Board or City contracts.
- I. Provider shall adhere to the Central Board of Education policy on Conflicts of Interest, the Chancellor's Regulations on Conflicts of Interest C-110, and the New York City Charter provisions on Conflicts of Interest which are hereby incorporated by reference as if fully attached hereto.

34. Antitrust

The Contractor assigns to the Board its right, title and interest in and to any claim or cause of action arising under the antitrust laws of New York State or the United States relating to the goods or Services purchased or procured by the Board pursuant to this Agreement.

35. Merger and Choice of Law

This written Agreement constitutes the entire agreement of the parties, and no other prior or contemporaneous agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto, or to vary any of the terms contained herein. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to its conflict of law rules.

36. Participation in an International Boycott

- A. The Contractor agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- B. Upon the final determination by the Commerce Department or any other agency of the United States that the Contractor or a substantially-owned affiliated company thereof, participated, or is participating, in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Chancellor or his designee may, at his option, render forfeit and void this contract. (1/12/89)

37. No Discrimination

- A. The Contractor will strictly comply with all applicable Federal, State and Local laws pertaining to the subject of discrimination on any ground, as they may now read or as they may hereafter be amended.
- B. The Contractor is, and will remain, an Equal Opportunity Employer. In addition to the other requirements of this paragraph 37, the Contractor shall provide equal opportunity for all qualified persons, and shall not discriminate in employment because of race, creed, gender, color, age, sexual orientation, national origin, handicapping condition, marital status, or religion and shall promote the full realization of equal opportunity. (Rev. 9/20/88)
- C. Pursuant to the provisions of the New York State Labor Law, the Contractor agrees, in its operations performed within the State of New York:
 - (1) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
 - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;

- (3) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated by the contractor or subcontractor, or anyone acting on behalf of the contractor in violation of the provisions of the contract;
- (4) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract;
- (5) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York; and
- (6) That the Board is, for purposes of this subparagraph C., a "state or municipality." (Rev. 11/25/96)

38. Equal Employment Opportunity Requirements for Professional Contractors

A. Definition of Terms for the Implementation of a Program of Affirmative Action.

The following terms, when used in this paragraph, shall have the meanings given for them.

- (1) "Employee": Any person employed full or part-time in any capacity by the Contractor or sub-contractor.
- (2) "Minority Groups and Affected Classes": Blacks, Hispanics (Non-European), Asian Americans, American Indians, females and individuals with handicapping conditions.
- (3) "Program of Affirmative Action": A detailed, result-oriented set of written procedures submitted by a Contractor or sub-contractor which when implemented with conscious effort results in compliance with the Equal Opportunity Policy herein, through full utilization and equal treatment of minorities, women and individuals with handicapping conditions at all levels and in all segments of the Contractor's or sub-contractor's work force. An effective Program of Affirmative Action shall include but not necessarily be limited to, the following elements:
(Rev. 9/20/88)
 - (a) Development or reaffirmation of the Contractor's or sub-contractor's Equal Opportunity Policy;
 - (b) Dissemination of the Policy;
 - (c) Responsibility for implementation;
 - (d) A survey and analysis of employment at all levels and in all categories and aspects of the Contractor's or sub-contractor's work force, which

determines if and at which levels, categories, and aspects there is an underutilization of minority and female employees;

- (e) An analysis of employment policies and practices, including but not limited to seniority systems, recruitment, training, promotion, insurance and job benefits and their effects upon minorities, women and individuals with handicapping conditions;
 - (f) Corrective actions taken, or to be taken, toward the elimination of any employment policy or practice having a discriminatory effect on minority group members and women; and
 - (g) Description of the Contractor's efforts to engage, as sub-contractors, bona fide minority business enterprises and female enterprises.
- (4) "Goals and Timetables": Projected levels of achievement resulting from an analysis by the Contractor or sub-contractor of its deficiencies, and of what it can reasonably do to remedy them within a specified time period.
 - (5) "Underutilization": Having fewer minorities, women and individuals with handicapping conditions in a particular job classification than would reasonably be expected by their availability in the appropriate labor force.
 - (6) "The Office": The Office of Equal Opportunity of the Board.

B. Required Program of Affirmative Action

- (1) The Contractor is required to identify and eliminate overt and covert discriminatory practices and implement the Program of Affirmative Action. Upon demand of the Office the Contractor shall submit to the Office a detailed written Program of Affirmative Action (hereinafter referred to as a "P.A.A."). In the event the Contractor submits a P.A.A. not acceptable to the Office, the Office will require the correction or revision of the P.A.A. to its satisfaction.
- (2) In the event the Contractor fails to submit such an acceptable P.A.A. within the time specified in the demand, the Contractor may be declared in default. The Director shall be the sole judge of the P.A.A.'s acceptability. The P.A.A. shall:
 - (a) Apply to all Board of Education professional services contracts with the Contractor;
 - (b) Encompass all phases of the employment process, including evaluation of job classification to ensure job relatedness, recruitment, selection, validity of examinations, retention, layoffs, seniority, assignments, training, promotion, salary and benefits;
 - (c) Fulfill the following requirements:
 - (i) Include measurable goals, reasonable timetables and specific programs to be implemented by the contractor to identify and eliminate deficiencies in employment practices with respect to

the underutilization of members of minority groups and members of affected classes;

- (ii) Include a statement of the present utilization of minority group members and women in the Contractor's work force and a projection of the minority utilization in the Contractor's work force for the life of the Contract and for at least a one-year period succeeding its completion. This statement and projection shall include present and projected (1) rates of hiring and promotion of minority group members and women in specific job categories at each wage rate within each level of employment and according to major organizational unit, and (2) percentages of minority group and women utilization in specific job categories at each wage rate within each level of employment, and according to major organizational work force;
- (iii) Include all of the Contractor's facilities within New York City as well as those facilities located elsewhere within the continental limits of the United States;
- (iv) Specify the union(s) or other employee organizations to which the Contractor's employees belong, and shall include commitments to good faith efforts to effect Equal Opportunity changes directly or indirectly, in programs by such unions or organizations to recruit, train, qualify or otherwise select members, if such changes are deemed necessary. The P.A.A. shall also include a copy of any agreement with an employee association which affects employment policies and practices;
- (v) Be submitted in such format as shall be specified by the Director of the Office;
- (vi) Include a commitment to submit to the Director a separate P.A.A., of the form (i) to (v) hereof, for each subcontractor prior to approval of the subcontractor by the Board of Education;
- (vii) Include a written evidence or proof which shows that minority entrepreneurs have been solicited and given an equal opportunity to submit proposals and that such proposals have been given equal consideration for award;
- (viii) Contain commitments as to goals for minority and affected classes employment and adoption of equal employment practices not less strict than the commitments contained in the Contractor's most recent P.A.A. which was approved by the Office.

C. Compliance Inspection Report

Upon demand of the Office the Contractor shall, within the specified time, submit to the Office a Compliance Inspection Report. The completed Compliance Inspection

Report must be returned to the Office within such time as is specified in the requisition for information accompanying the report form.

D. Conferences

The Contractor shall attend such conferences as shall be required by the Office for the purpose of acquainting it with the statutory and contractual requirements and what specific measures shall constitute an acceptable P.A.A.

E. Implementation of P.A.A.

During the Term of the Contract, the Contractor shall successfully implement the P.A.A. approved by the Office.

F. Default

If, in the opinion of the Office, the Contractor has breached any of the requirements of paragraphs 36 or 37 hereof it may seek to have the Contractor declared in default by the Chancellor's designee as provided elsewhere herein. (Rev. 10/10/02)

For further information concerning these rules, regulations or procedures, contractors may consult with the Office of Equal Opportunity of the Board.

39. MacBride Principles Provisions for Board of Education Contractors

ARTICLE I. MACBRIDE PRINCIPLES

PART A

In accordance with section 6-115.1 of the Administrative Code of the City of New York, the Contractor stipulates that such Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contract either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

For purposes of this section, the following terms shall have the following meanings:

"MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II. ENFORCEMENT OF ARTICLE I.

The Contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that the Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the Contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or contractors. In the case of a requirements contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law. (8/92)

40. Set-Off Rights

The Board shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Board's option to withhold for the purposes of set-off any moneys due and owing to the Board with regard to this Agreement, any other agreement with the Board, including any agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the Board for any other reason. The Board shall exercise its set-off rights in accordance with normal Board practices including, in

cases of set-off pursuant to an audit, the finalization of such audit by the Board, its representatives, or the State or City Comptroller. (1/95)

41. Non-Collusive Bidding

If this Agreement was awarded by the Board based upon the submission of bids or proposals, Contractor warrants under penalty of perjury, that its bid or price quotation was arrived at independently and without collusion aimed at restricting competition. (10/92)

42. Intentionally Left Blank (Burma Provision Deleted 9/6/01)

43. Intentionally Left Blank (Year 2000 Compliance Required Deleted 11/27/02)

44. Fair and Ethical Business Practices

A. Fair and Ethical Business Practices shall be strictly adhered to during the term of this Agreement. During the term of this Agreement, Contractor shall not:

- (1) File with a government office or employee, a written instrument which intentionally contains a false statement or false information;
- (2) Intentionally falsify business records;
- (3) Give, or offer to give, money, gifts or anything of value or any other benefit to a labor official or public servant with intent to influence that labor official or public servant with respect to any of his or her official acts, duties or decisions as a labor official or public servant;
- (4) Give or offer to give, money, gifts or anything of value or any other benefit to a labor official or public servant for any reason;
- (5) Give, or offer to give, money, gifts or other benefit(s) to an official or employee of a private business with intent to induce that official or employee to engage in unethical or illegal business practices;
- (6) Knowingly participate in the criminal activities of any organized crime group, syndicate or "family," nor shall any person employed by or associated with any such organized crime "family," syndicate or group participate through criminal means in any of the business affairs of Contractor.

B. Contractor certifies throughout the term of this Agreement, that there have been no changes in circumstances, conditions or status of Contractor's qualification(s) as reflected in Contractor Questionnaire or other such documents submitted to the Board. Any change in the information provided by Contractor in its questionnaire currently on file with the Board must be immediately reported to the Board. In addition, Contractor shall immediately notify the Board of any of the following events if it becomes known that any director, partner, officer, member or employee of Contractor, or any shareholder owning 5% of more of Contractor's membership interests:

- (1) is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or

- (2) is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
- (3) is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime. (10/8/98)

45. Indemnification Language

The Contractor shall defend, indemnify and hold the Department and the City harmless from and against any and all claims, suits, damages, judgments, liabilities, costs, and expenses, including reasonable attorneys' fees, to which they may be subject because of or related to any claim that the Copyrightable Materials or their use constitutes an infringement by the Contractor or a violation by the Contractor of the copyright, patent, trademark, or any other property or personal right of any third party. For the purposes of this provision, "Copyrightable Materials" shall include any reports, documents, data, photographs, software, and/or other materials provided pursuant to this agreement, regardless of whether the copyright in such materials is or shall be owned by the Department, the Contractor, or third parties. This indemnification shall survive the termination or expiration of this Agreement. This indemnification provision shall not be limited in any way by the Contractor's obligations to obtain insurance as provided under this Agreement. Furthermore, Contractor shall defend and settle at its sole expense all suits or proceedings brought against Contractor arising out of the foregoing. However, in cases involving software, no such settlement shall be made that prevents the Department from continuing to use the software without the Department's prior written consent, which consent shall not be withheld unreasonably. 1/15/03

46. Dispute Resolution Procedure

- A. In the event the Contractor and the Board are unable to resolve their differences concerning a determination by the Board, the Contractor may initiate a dispute in accordance with the procedure set forth in this Section 46. Exhaustion of these dispute resolution procedures by Contractor shall be a precondition to any lawsuit permitted hereunder.
- B. The Dispute Resolution Officer ("DRO") selected by the Executive Director of the Division of Contracts and Purchasing shall be authorized to decide all questions of any nature whatsoever arising out of, under or in connection with, or in any way related to or on account of, this Agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to contract award) and the DRO's decision shall be conclusive, final and binding on the parties. The DRO's decision may be based on such assistance as s/he may find desirable, including advice of experts. The effect of the DRO's decision shall not be impaired or waived by any negotiations or settlement offers in connection therewith, or by any prior decision of others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Agreement.
- C. All such disputes shall be submitted in writing by the Contractor to the DRO, together with all evidence and other pertinent information with regard to such questions, in order that a fair and impartial decision may be made. The Board Contract Manager may submit to the DRO all materials that s/he deems pertinent to the dispute. The DRO shall render a decision in writing and deliver a copy of same to the parties within forty-five (45) days of the conclusion of submission of all materials and information,

or such longer time as may be agreed to by the parties. In an unusually complex case, the DRO may render his or her decision in a longer period of time, not to exceed ninety (90) days or such longer time as may be agreed to by the parties, and shall so advise the parties at the commencement of this period. The DRO'S decision shall be deemed a final agency action.

- D. During such time as any dispute is being presented, heard, and considered pursuant to this Section 46, the terms of this Agreement shall remain in full force and effect and the Contractor shall continue to provide any services in accordance with this Agreement. Failure of the Contractor to continue to provide services shall constitute a material breach of contract.
- E. If the Contractor protests the determination of the DRO, the Contractor may commence a lawsuit in Supreme Court, County of New York under Article 78 of the New York Civil Practice Law and Rules. Such review of the Court shall be limited to the question of whether or not the DRO's decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such an action or proceeding that has not been presented to the DRO prior to the making of his or her decision.

II. SUPPLEMENTAL TERMS AND CONDITIONS

1. SUBCONTRACTING RESTRICTIONS

A. The Contractor shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Board of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars (\$5,000). All subcontracts must be in writing.

B. Prior to entering into any such subcontract for an amount greater than Five Thousand Dollars (\$5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Board giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Board, a copy of the proposed subcontract shall be submitted to the Board. The proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the Board has granted preliminary approval of the proposed subcontractor. Upon the request of the Board, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Board shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-five Thousand Dollars (\$25,000), the Board's approval shall be deemed granted if the Board does not issue a written approval or disapproval within forty-five (45) Days of the Board's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Board's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the Board and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the Board;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the Board and the Contractor, shall create any contractual relation between the subcontractor and the Board;

4. The subcontractor specifically agrees to be bound by provisions in this Agreement regarding Non-Discrimination, Equal Employment Opportunity Requirements, Confidentiality, and Cooperation with Audits and Investigations and specifically agrees that the Board may enforce such provisions directly against the subcontractor as if the Board were a party to the subcontract;

5. The specific consideration for the Subcontractor's services, including any monetary exchange between the parties and the basis upon which payment will be made; and

6. That the Subcontractor may not enter into second-tier subcontracting contracts for performance of services for the Board without the prior written approval of the Board, and any such subcontracts must contain all of the provisions set forth herein. The Contractor remains responsible for submission and approval of any second-tier subcontracts.

D. The Contractor agrees that it is as fully responsible to the Board for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

F. The Board may revoke the approval of a subcontractor granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the Board in writing on no less than ten (10) Days notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The Board shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The Board shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

G. The Board's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Board, the Contractor shall provide the Board a copy of any subcontract.

H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

I. Payments made under the terms of any subcontract for services under this Agreement must be supported with documentation that includes dated invoices and work performed.

2. TERMINATION FOR CAUSE

A. If the Contractor violates any provision of this Agreement, the Chancellor or his/her designee may pursue any legal or equitable remedies available to the Board. In addition, the Chancellor or his/her designee may seek to have the Contractor declared in default by the Executive Director of the Division of Contracts and Purchasing or his/her designee (hereafter, the "Director"). Before the Director shall exercise the right to declare the Contractor in default, the Contractor shall be given an opportunity to be heard upon not

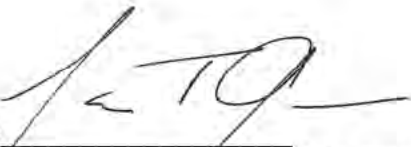
less than two (2) days notice; however, it shall be within the discretion of the Director to suspend the Contractor and direct that it cease performing services pursuant to the Agreement pending such opportunity to be heard. It shall also be within the discretion of the Director to provide for such opportunity to be heard to be in writing or in person. In the event that the Director shall determine the Contractor to be in default, the Board may cancel this Agreement and shall thereafter be relieved of all liability hereunder. Notwithstanding the foregoing, the Board may terminate this Agreement immediately without notice in cases in which the Board has reason to believe that the Contractor is performing in a manner which would endanger the health, safety and/or welfare of pupils and/or their families. In such case, the Board shall administer the opportunity to be heard in a post-termination manner. Upon a finding of default, the default determination shall be submitted to the New York City Mayor's Office of Contract Services for inclusion in the VENDEX database.

3. DUTY TO REPORT

A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners, employees, affiliates and/or subcontractors, has any interest nor shall any of them acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services provided under this Agreement. The Contractor further represents and warrants that, in the performance of this Agreement, no person having such interest or possible interest shall be employed or otherwise engaged by it. The Contractor and its employees, agents and subcontractors must report to the Office of the Special Commissioner of Investigation for the New York City School District (herein expressed as "SCI"), 80 Maiden Lane, 20th Floor, New York, NY 10038, (212) 510-1500, (877) 888-8355, any such interest or possible interest. The Contractor and its employees, agents and subcontractors must also report to the SCI any criminal activity of which they have knowledge concerning the execution or the performance of this Agreement. The Contractor must inform, in writing, each employee, agent and subcontractor of his/her duty to report.

CERTIFICATE OF NON-USE OF AUTOMOBILE

The below hereby certifies that no automobiles will be used in the performance of Services under this Agreement.

By: 
Signature of Authorized Person

Learning Innovation Catalyst LLC
Company Name

Jason Green
Print Name of Authorized Person

Co-Founder & Principal
Print Title of Authorized Person

PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSSL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSSL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSSL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSSL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSSL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSSL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSSL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSSL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSSL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Policies and Other Legal Requirements

Nothing in the PSSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSSL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

Attachment F
Whistleblower Protection Expansion Act Poster

Whistleblower Protection

- (1) The Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, Executive Director of DCP, or the Chancellor.
- (2) If any of the Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of the previous paragraph, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (3) The Contractor shall post a notice provided by the City (Attachment A) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:
 - a. how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and
 - b. the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.
- (4) For the purposes of this Whistleblower Protection provision, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- (5) This Whistleblower Protection provision is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this Whistleblower Protection provision in all subcontracts with a value a value in excess of \$100,000.
- (6) This Whistleblower Protection provision is not applicable to this Agreement if it is valued at \$100,000 or less. Paragraphs (1), (2), (4), and (5) are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency. Paragraph (3) is neither applicable to this Agreement if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.



**REPORTING INFORMATION TO THE
NEW YORK CITY DEPARTMENT OF
INVESTIGATION**

If you have information of any corrupt or fraudulent activities or unethical conduct relating to a New York City funded project or contract, contact:

**Department of Investigation (DOI) Complaint Bureau
212-825-5959**

**or by mail or in person at:
DEPARTMENT OF INVESTIGATION
80 MAIDEN LANE, 17th FLOOR
NEW YORK, NEW YORK 10038
Attention: COMPLAINT BUREAU**

**or file a complaint on-line at:
www.nyc.gov/doi**

All communications are confidential.

**THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT
CORRUPTION**

- Any employee of a contractor or subcontractor that has a contract with the City or a City contractor of more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- To be protected by this law, an employee must report information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract over \$100,000 to DOI or to certain other government officials all of whom must forward the report to DOI.
- Any employee who has made such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anchorage Insurance Solutions 300 Avenue of Champions Suite 220 Palm Beach Gardens FL 33418	CONTACT NAME: JC SOLA PHONE (A/C, No, Ext): 561-594-0194 FAX (A/C, No): 561-422-4099 E-MAIL ADDRESS: jcsola@anchorageinsurances.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Technology Insurance Company INSURER C: LIBERTY SPECIALTY MARKETS INSURER D: HISCOX INSURANCE COMPANY INC INSURER E: INSURER F:	NAIC # 10736 42376 FOR 10200
INSURED Learning Innovation Catalyst LLC 2711 Centerville Road STE 400 Wilmington DE 19808		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ESI011203530	8/14/2019	8/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ESI011203530	8/14/2019	8/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right; text-align: right;"> Y / N <input type="checkbox"/> N / A <input checked="" type="checkbox"/> </div>	<input type="checkbox"/>	<input type="checkbox"/>	TWC3804710	7/5/2019	7/5/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	D&O, EPLI	<input type="checkbox"/>	<input type="checkbox"/>	ELL-P-0704016	9/14/2019	9/14/2020	1,000,000 Occurrence 1,000,000 Aggregate
A	Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	ESI011203530	8/14/2019	8/14/2020	1,000,000 Occurrence 1,000,000 Aggregate
D	Crime	<input type="checkbox"/>	<input type="checkbox"/>	UC22305784.19	9/14/2019	9/14/2020	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Educational Entity

The Board of Education of the City School District of the City of New York and the City of New York, including their respective officials and employees are additional insured

CERTIFICATE HOLDER City of New York Board of Education of the City School District of the City of New York 52 Chambers Street New York, NY 10007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

JUAN CARLOS SOLA

[Name of broker or agent (typewritten)]

300 Avenue of the Champions # 320 Palm Beach

[Address of broker or agent (typewritten)]

Gardens # 33418

JCSOLA@ANCHORAGEINSURANCES.COM

[Email address of broker or agent (typewritten)]

561 594 0194

[Phone number/Fax number of broker or agent (typewritten)]

[Handwritten Signature]

[Signature of authorized official, broker, or agent]

Pres.

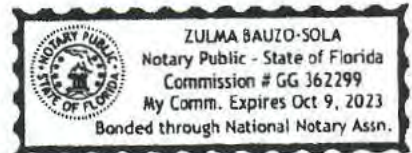
[Name and title of authorized official, broker, or agent (typewritten)]

State of Florida)

County of Palm Beach) ss.:

Sworn to before me this 8 day of July 2020

NOTARY PUBLIC FOR THE STATE OF Florida





CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured (Learning Innovation Catalyst LLC), 1b. Business Telephone Number (8333546263), 1c. NYS Unemployment Insurance Employer Registration Number, 1d. Federal Employer Identification Number (POL 87(2)(d)), 2. Name and Address of Entity Requesting Proof of Coverage (City of New York Board of Education), 3a. Name of Insurance Carrier (Indemnity Insurance Co. of North America), 3b. Policy Number (C67783396), 3c. Policy effective period (6/16/2020 to 7/1/2020), 3d. The Proprietor, Partners or Executive Officers are included.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Amy Russell (Print name of authorized representative or licensed agent of insurance carrier)
Approved by: Amy Russell (Signature) 07/09/2020 (Date)
Title: Assistant Program Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-754-8142

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Learning Innovation Catalyst LLC 2711 Centerville Road STE 400 Wilmington DE 19808</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 7875851961</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number or Social Security Number POL 87(2)(d)</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of New York Board of Education of the City School District of the City of New York 52 Chambers Street New York, NY 10007</p>	<p>3a. Name of Insurance Carrier Technology Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" TWC3804710</p> <p>3c. Policy effective period 7/5/2019 to 6/30/2020</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Juan Carlos Sola
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  7/7/2020
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 561-594-0194

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Learning Innovation Catalyst
317 Ingraham Street NW
Washington, DC 20011
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)
1b. Business Telephone Number of Insured
1c. Federal Employer Identification Number of Insured or Social Security Number
POL 87(2)(d)

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
City of New York Board of Education of the City School District of the City of New York
52 Chambers Street
New York, New York 10007
3a. Name of Insurance Carrier
CIGNA LIFE INSURANCE COMPANY OF NEW YORK
3b. Policy Number of Entity Listed in Box "1a"
NYD075229
3c. Policy effective period
01/1/2020 to 06/30/2020

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.
Date Signed July 21, 2020 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number 1-866-761-4236 Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
LEARNING INNOVATION CATALYST LLC
317 INGRAHAM STREET NW
WASHINGTON, DC 20011

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured
833-354-6263

1c. Federal Employer Identification Number of Insured or Social Security Number
POL 87(2)(d)

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
City of New York Board of Education of the City School District of the City of New York
52 Chambers Street
New York, NY 10007

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
T37597-000

3c. Policy effective period
6/18/2020 to 7/6/2021

4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/7/2020 By *Beth A. Spina*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.