


<u>STATE AGENCY</u> NYS Education Department 89 Washington Avenue, Room 503W– EB Albany, New York 12234	<u>CONTRACT NUMBER:</u> C015281  <u>BUSINESS UNIT:</u> SED01  <u>DEPARTMENT ID:</u> 3300200																										
<u>CONTRACTOR:</u> New York University 665 Broadway, Suite 801 New York, NY 10012	<u>TYPE OF PROGRAM:</u> Special Education Technical Assistance Partnership for Equity																										
	<u>FEDERAL TAX/MUNICIPALITY NO:</u> 13-5562308																										
<u>CHARITY REGISTRATION NUMBER:</u> 47-21-88  <u>NYS VENDOR ID:</u> 1000013577  <u>MUNICIPALITY NO.:</u> (if applicable) N/A	<u>CONTRACT PERIOD</u>  From: January 1, 2024  To: December 31, 2026  <u>FUNDING AMOUNT FOR PERIOD:</u> \$3,466,673.00																										
<u>STATUS:</u>  CONTRACTOR IS <input type="checkbox"/> IS NOT <input checked="" type="checkbox"/> A SECTARIAN ENTITY  CONTRACTOR IS <input checked="" type="checkbox"/> IS NOT <input type="checkbox"/> A NOT-FOR-PROFIT ORGANIZATION.	<u>MULTI-YEAR TERM:</u> (if applicable)  From: January 1, 2024  To: December 31, 2026																										
<p style="text-align: center;"><u>APPENDICES ATTACHED AND PART OF THIS AGREEMENT:</u></p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> APPENDIX A</td> <td>Standard Clauses as required by the Attorney General for all State contracts.</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX A1</td> <td>Agency-specific Clauses</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX A3</td> <td>Requirements for Minority and Women-Owned Business Enterprises</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX B</td> <td>Budget</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX C</td> <td>Payment and Reporting Schedule</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX D</td> <td>Program Workplan</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX R</td> <td>Data Privacy Appendix</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX X</td> <td>Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> </table> <p style="text-align: right;">March 19, 2024</p>		<input checked="" type="checkbox"/> APPENDIX A	Standard Clauses as required by the Attorney General for all State contracts.	<input checked="" type="checkbox"/> APPENDIX A1	Agency-specific Clauses	<input checked="" type="checkbox"/> APPENDIX A3	Requirements for Minority and Women-Owned Business Enterprises	<input checked="" type="checkbox"/> APPENDIX B	Budget	<input checked="" type="checkbox"/> APPENDIX C	Payment and Reporting Schedule	<input checked="" type="checkbox"/> APPENDIX D	Program Workplan	<input checked="" type="checkbox"/> APPENDIX R	Data Privacy Appendix	<input checked="" type="checkbox"/> APPENDIX X	Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)	 		<input type="checkbox"/> OTHER (Identify)		<input type="checkbox"/> OTHER (Identify)		<input type="checkbox"/> OTHER (Identify)		<input type="checkbox"/> OTHER (Identify)	
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IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

New York University

By 

Name Printed: Alex Samalay

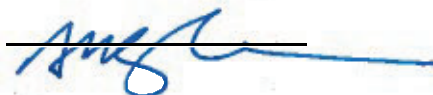
Title: Contract Officer

Date: May 2, 2024

Contract No. C015281

THE PEOPLE OF THE STATE OF NEW YORK

Betty A. Rosa  
-Commissioner of Education

By 

Julia Palano or Aaron Baldwin  
Authorized Contract Officers

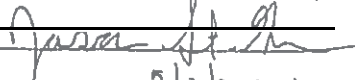
Date: 5/3/24

State Agency Certifications: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK)  
 ) SS:

County of New York

On this 2<sup>nd</sup> day of May, 2024, before me the undersigned personally appeared Alex Samalay, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary)   
5/2/2024

STASON E STGERMAIN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01ST6237388  
Qualified In QUEENS County  
Commission Expires 03/21/2027

Approved

\_\_\_\_\_  
New York State Attorney General

Approved

**APPROVED**  
DEPT. OF AUDIT & CONTROL

Oct 23 2024  
Melissa Burnash

\_\_\_\_\_  
Office of the State Comptroller  
FOR THE STATE COMPTROLLER

## Monica Foley

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**From:** Maggi, Benjamin <Benjamin.Maggi@ag.ny.gov>  
**Sent:** Thursday, May 16, 2024 4:00 PM  
**To:** Miriam Gilboord; Contract Approval  
**Cc:** Monica Foley  
**Subject:** Approved - RE: SED-C015281-New York University

Approved as to Form: 5/16/2024 by Benjamin Maggi  
Received: 5/16/2024

OAG: CAS please file and enter. "G" Amount: 3,466,673

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email [ITServiceDesk@osc.ny.gov](mailto:ITServiceDesk@osc.ny.gov).

Benjamin L. Maggi  
Section Chief  
Contract Approval Section  
New York State Office of the Attorney General  
Contract Approval Section  
The Capitol, Albany, NY 12224

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**From:** Miriam Gilboord <Miriam.Gilboord@nysed.gov>  
**Sent:** Thursday, May 16, 2024 2:18 PM  
**To:** Contract Approval <contractapproval@ag.ny.gov>  
**Cc:** Monica Foley <Monica.Foley@nysed.gov>  
**Subject:** SED-C015281-New York University

**[EXTERNAL]**

Good afternoon,

Attached for your approval is Contract # C015281 between NYSED and New York University for the Special Education Technical Assistance Partnership for Equity. Please contact me if you have any questions.

Thank you,

Miriam Gilboord  
Contract Administration Unit

New York State Education Dept.  
89 Washington Avenue  
Room 503 W EB  
Albany, NY 12234  
(518) 473-7671  
[Miriam.Gilboord@nysed.gov](mailto:Miriam.Gilboord@nysed.gov)

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## STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through Betty A. Rosa, Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

### WITNESSETH:

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

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

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

### I. Conditions of Agreement

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

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

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

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

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

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

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

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

### II. Payment and Reporting

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

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

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

### III. Terminations

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

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

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

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

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

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

### IV. Indemnification

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

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

### V. Property

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

### VI. Safeguards for Services and Confidentiality

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

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

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

**APPENDIX A**  
**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

**3. COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or

binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239

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

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

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

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor

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

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

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



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

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

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers. (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the

Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

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

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

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

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

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must,

instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good

faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
[NYS M/WBE Directory](#)

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of

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

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

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

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

**24. PROCUREMENT LOBBYING.** To the extent

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

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

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“[Prohibited Entities List](#)”).

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to

respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

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

June 2023

**APPENDIX A-1**  
**AGENCY-SPECIFIC CLAUSES**

**Payment and Reporting**

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. Variations in each budget category not exceeding ten percent (10%) of such category may be approved by the Commissioner of Education. Any such variations shall be reflected in the final expenditure report and filed in the Office of the State Comptroller. Variations in each budget category which do exceed ten percent (10%) of such category must be submitted to the Office of the State Comptroller for approval.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

**Terminations**

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

**Responsibility Provisions**

- A. General Responsibility Language  
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. Suspension of Work (for Non-Responsibility)  
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- C. Termination (for Non-Responsibility)  
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's

expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

#### Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement.

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

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

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

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

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

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

#### Safeguards for Services and Confidentiality

- A. Reserved.

- B. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy, which requires that documents, web-based information and applications are accessible to persons with disabilities. All delivered documentation and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before documents and applications will be considered a qualified deliverable under the contract or procurement.
- C. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- D. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- E. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- F. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- G. No fees shall be charged by the Contractor for training provided under this agreement.
- H. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.
- I. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- J. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

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

#### Certifications

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

## Notices

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

## Miscellaneous

- A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required. The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail: NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting

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

Reports to DCS are to be transmitted as follows:

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

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department  
Contract Administration Unit  
Room 505 W EB  
Albany, NY 12234

By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
1. Appendix A - Standard Clauses for all State Contracts
  2. State of New York Agreement



3. Appendix A-1 – Agency-Specific Clauses
4. Appendix X - Sample Modification Agreement Form (where applicable)
5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
6. Appendix B - Budget
7. Appendix C - Payment and Reporting Schedule
8. Appendix R –Security and Privacy Mandates (where applicable)
9. Appendix D - Program Work Plan

Revised 05/23/22

### **APPENDIX A-3**

#### **Authority: Article 15-A of the Executive Law and 5 NYCRR parts 140-145) Standard Clauses for All New York State Education Contracts**

Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and Certified Minority/Women-Owned Businesses on New York State Education Contracts.

ESTABLISHED GOALS FOR THIS CONTRACT ARE AS FOLLOWS:

MINORITY OWNED BUSINESS PARTICIPATION	17 %
WOMEN OWNED BUSINESS PARTICIPATION	13 %

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered New York State Education Department (NYSED) contracts.

### **M/WBE UTILIZATION GOAL REQUIREMENTS FOR NYSED CONTRACTS**

Pursuant to Article 15-A of the New York State Executive Law and Regulations adopted pursuant thereto, NYSED has established separate goals for participation of New York State Certified Minority and Women-Owned Business Enterprises for all State contracts. NYS is required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all State contracts (1) in excess of \$25,000 for labor, services, equipment, material, or any combination of the foregoing and (2) in excess of \$100,000 for real property renovations and construction. As a condition of this procurement, the Contractor and NYSED agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement.

#### **1. Equal Employment Opportunity - Staffing Plan (Form EEO 100).**

Once a contract has been awarded, the Contractor is responsible to update NYSED on any changes to the Staffing Plan submitted. This information is to be submitted on a quarterly basis during the life of the contract to report any changes to the actual workforce utilized in the performance of the contract broken down by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Staffing Plan must be submitted to report this information. Separate forms are to be completed to document any changes in staff for the Contractor and any subcontractor performing work on the contract.

Please note that in all instances, the Contractor may not be able to separate out the workforce utilized in the performance of the contract from the Contractor's and/or subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Staffing Plan and indicate that the information provided related to the actual workforce utilized on the subject contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or subcontractor's total workforce, the Contractor shall submit the Staffing Plan and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

### **Requirements and Procedures Regarding Business Participation Opportunities for Certified Minorities and Women on NYSED Contracts**

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, the following forms are required to ensure compliance with the Minority and Women-owned Business participation requirements. In accordance with these requirements, the Contractor agrees to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-Owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. The directory of New York State Certified Businesses and additional information can be found at: <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>.

In addition, the Contractor agrees to submit the following documents, which can be found at [www.oms.nysed.gov/fiscal/MWBE/forms.html](http://www.oms.nysed.gov/fiscal/MWBE/forms.html), as evidence of compliance with the foregoing:

**1. M/WBE Utilization Plan (Form M/WBE 100).**

Contractors are required to submit a Utilization Plan on **Form M/WBE 100** with their bid or proposal. The Utilization Plan shall list NYS Certified Minority- and Women-Owned Business Enterprises which the Contractor intends to use to perform the State contract and a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified Minority- and Women-Owned enterprises on the State contract, and the estimated or, if known, actual dollar amounts to be paid to a NYS Certified Minority- or Women-Owned business. Any modifications or changes to the agreed participation by NYS Certified M/WBEs after the contract award and during the term of the contract must be reported on a revised M/WBE Utilization Plan, submitted to the NYSED M/WBE Program Unit and approved by the M/WBE Program Unit.

**2. M/WBE Notice of Intent to Participate (Form M/WBE 102)**

Contractors are required to submit a separate Notice of Intent to Participate for each M/WBE firm on **Form M/WBE 102** with their bid or proposal. The separate Notice of Intent to Participate must be completed by each M/WBE identified on the M/WBE Utilization Plan. Parts A and C must be completed by the Contractor and signed by an authorized representative. Part B must be completed by the NYS Certified Minority Business Enterprise (MBE) and/or Women-Owned Business Enterprise (WBE) and signed by an authorized representative. Any modifications or changes to the agreed participation by NYS Certified M/WBEs after the contract award and during the term of the contract must be reported on a revised M/WBE Notice of Intent to Participate, submitted to NYSED M/WBE Program Unit and approved by the M/WBE Program Unit.

**3. Quarterly M/WBE Compliance Report (Form M/WBE 103).**

Contractors are required to submit a Quarterly M/WBE Compliance Report to NYSED M/WBE Program Unit. The Quarterly M/WBE Compliance Report is to be completed for the quarters ending on 3/31, 6/30, 9/30 and 12/31 and submitted to the NYSED M/WBE Program Unit within 15 days of the end of each quarter.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, and/or a breach of contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the contract and/or Article 15-A.**

**APPENDIX B****Budget****Technical Assistance Center (TAC) Cost Proposal****RFP#: 24-007 Special Education Technical Assistance Partnership for Equity****Year 1 Budget****Bidder Name:** New York University**Please note that the shaded cells are locked and will auto-fill. Please enter requested information in the unshaded cells only.**

**1. SALARIES:** Include all staff attributable to this project that are employees of the bidding agency. Do not include subcontractors, which should be included under Purchased Services. Do not include central administrative staff that are considered to be indirect costs (e.g., business office staff). One full-time equivalent (FTE) equals one person working an entire week, each week of the project. Express partial FTEs in decimals (e.g., a teacher working one day per week equals 0.2 FTE.)

Name/Title	FTE	Annual Salary	Total
Dr. Maria G. Hernandez/Principal Investigator	0.05	\$ 152,935	\$ 7,647
Dr. Andolyn Brown/Project Director	1.00	\$ 110,000	\$ 110,000
Dr. Crystal Martin/Senior Project Associate	1.00	\$ 95,000	\$ 95,000
Ana Duque/Senior Project Associate	1.00	\$ 93,000	\$ 93,000
TBD/Senior Project Associate	1.00	\$ 95,000	\$ 95,000
TBD/Project Associate	1.00	\$ 85,000	\$ 85,000
TBD/Project Associate	1.00	\$ 85,000	\$ 85,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 570,647

**2. PURCHASED SERVICES:** Include subcontractors (indicate # of days and cost per day in the Calculation of Cost column), rentals, tuition, and other contractual services. Include the cost of any subcontractor travel in this category.

Provider of Services/Description	Calculation of Cost	Total
American Institutes for Research	Submitted Scope of Work	\$ 189,909
Stephanie Blackman Design	Based on submitted scope of work	\$ 52,750
Edward Fergus dba Collaborative Equity Solutions	Based on submitted Scope of Work	\$ 8,333
Subject Matter Expert	\$500/day up to 2 days	\$ 1,000



Director, in-person coaching session, for regions	Avg. cost* of \$225 per day. 1 trip, 2 day per trip for 1 trip each	\$ 7,200
Total Travel		\$ 58,950

**5. EMPLOYEE BENEFITS:** Benefit rates used for project personnel must be the same as those used for other agency personnel.

Benefit /Description	Calculation of Cost	Total
Fringe Benefits	31% of total in Salaries	\$ 176,900
Total Employee Benefits		\$ 176,900

<b>TOTAL DIRECT COSTS (Sum of 1-5)</b>	<b>\$ 1,066,451</b>
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**6. INDIRECT COSTS:** Insert approved restricted indirect cost rate. Calculate the total modified direct costs by finding the sum of all preceding subtotals (1-5) excluding any tuition assistance, instructional support, and the portion of any subcontract in #2 (Purchased Services) that exceeds \$25,000.

Approved Restricted Indirect Cost Rate %	Total Direct Costs (modified, if applicable)	Total
8.00%	\$ 873,742.00	\$ 69,899

**7. PURCHASED SERVICES WITH BOCES:** List and calculate the cost of any services provided by BOCES in support of this project.

Description of Service and Name of BOCES	Calculation of Cost	Total
N/A		
Total Purchased Services with BOCES		\$ -

**8. EQUIPMENT:** Itemize equipment to be purchased for this project with a unit cost of \$5,000 or more. Equipment items under \$5,000 should be budgeted under Supplies & Materials. Repairs of equipment should be budgeted under Purchased Services.

Description of Item	Quantity	Unit Cost	Total
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Equipment			\$ -

<b>GRAND TOTAL</b>	<b>\$ 1,136,350</b>
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Printed Name: Joseph Hayes

Company Name: New York University

Company Address: 665 Broadway  
Suite 801  
New York, NY 10012

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



**Technical Assistance Center (TAC) Cost Proposal**  
**RFP# : 24-007**  
**5-Year Budget Summary**

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total Projected Amount
1. Salaries	\$570,647	\$587,766	\$605,399			\$1,763,812
2. Purchased Services	\$251,992	\$252,018	\$251,992			\$756,002
3. Supplies & Materials	\$7,962	\$650	\$650			\$9,262
4. Travel	\$58,950	\$58,950	\$58,950			\$176,850
5. Employee Benefits	\$176,900	\$182,208	\$187,674			\$546,782
6. Indirect Costs	\$69,899	\$71,109	\$72,957			\$213,965
7. Purchased Services with BOCES	\$0					\$0
8. Equipment	\$0					\$0
Total	\$1,136,350	\$1,152,701	\$1,177,622	\$0	\$0	\$3,466,673

Printed Name: Joseph Hayes

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

Company Name: New York University

Company Address: 665 Broadway  
Suite 801  
New York, NY 10012

**Technical Assistance Center (TAC) Cost Proposal**  
**RFP# : 24-007**  
**Subcontracting Form**

**Bidder Name: New York University**

Name of Subcontractor	M/WBE*	Entity Type	Work Description	Year 1 Cost	Multi-Year Cost (including Year 1)
American Institutes for Research	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit * Not For-Profit		\$189,909	\$569,752
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit			
Total Multi-Year Subcontracting Costs					\$569,752
Total Multi-Year Project Budget					\$3,466,673
Total Multi-Year Subcontracting Costs divided by Total Multi-Year Budget (%)**					16%

\*Indicate whether the subcontractor is a Minority or Women–Owned Business Enterprise. Leave box blank if subcontractor is neither.

\*\*Subcontracting is limited to thirty percent (30%) of the total contract budget.

**Technical Assistance Center (TAC) Cost Proposal**  
**RFP# : 24-007**  
**MWBE Purchases Form**

**Bidder Name: New York University**

**Table 1: Minority Business Enterprise (MBE)**

Name of Vendor	Type of Services or Supplies	Year 1 Cost	Multi-Year Cost (including Year 1)
Total MBE Costs			\$0
Total Budget			\$3,466,673
Total MBE Costs divided by Total Budget (%)			0%

**Table 2: Women-Owned Business Enterprise (WBE)**

Name of Vendor	Type of Services or Supplies	Year 1 Cost	Multi-Year Cost (including Year 1)
Stephanie Blackman Design	Graphic Design	\$52,750	\$158,250
Total WBE Costs			\$158,250
Total Budget			\$3,466,673
Total WBE Costs divided by Total Budget (%)			5%

## **APPENDIX C PAYMENT AND REPORTING SCHEDULE**

SED01 3300200

Contract No. C015281

Period: From: January 1, 2024 To: December 31, 2026 Funding Amount for Period \$3,466,673.00

In full consideration for the services to be provided by the Contractor to the State under the terms of this agreement the State agrees to reimburse the Contractor at the rates as specified in Appendix B Budget. The Contractor shall be reimbursed for approved expenditures for services provided as described in Appendix D Program Work Plan. Payments shall be made upon receipt of vouchers or invoices in a form and having a content satisfactory to the Commissioner of Education. If the Contractor has not earned such amount, the Contractor will return to the State any excess payment within thirty (30) days of the termination of this agreement. Notwithstanding the foregoing provisions of this paragraph, no further payment will be made by the State unless and until all of the services required of the Contractor have been made to the satisfaction of the Commissioner of Education. Payment by the State will be made in the ordinary course of State business upon receipt of properly prepared vouchers. The vendor will submit an invoice on a quarterly basis.

Vouchers for payment should be submitted to the New York State Education Department, Bureau of Fiscal Management, PO Box 7256, Albany, New York 12224.

**CONTRACT PAYMENTS.** Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Contractor further acknowledges that in the event it is eligible for interest payments, such interest eligibility shall be forfeited if Contractor fails to comply with the electronic payment authorization process.

## APPENDIX D

### Program Workplan, Part 1 of 2

The Contractor shall perform all of the services set forth herein, in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Contract. The Contractor shall perform the work in accordance with professional standards and with the diligence and skill expected of a consultant with extensive experience in the performance of the work herein described. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this agreement.

#### Background

In an effort to promote greater efficiency and effectiveness in the delivery of high quality services to families and professionals working with students with disabilities, the Office of Special Education (OSE) created a coordinated and cohesive network of support focusing on the principles in the [NYSED Blueprint for Improved Results for Students with Disabilities](#). The network is called the NYSED OSE Educational Partnership (hereafter referred to as the Partnership) and works to increase school district capacity using an intensive team approach to technical assistance and professional development, implemented with consistency across the State. Decision-making for the Partnership will be informed by a State Level Team and will be based on data and evidence-based practices.

The Partnership includes five technical assistance centers, called Special Education Technical Assistance Partnerships ("TAPs") in the areas of Data, Academics, Behavior, Transition, and Equity. These TAPs will support 16 Regional Partnership Centers ("RPCs") located in 16 regions of the State (5 of which are in New York City). Each RPC will consist of seven different Specialist groups. In addition to the RPCs, the TAPs will support 14 Early Childhood Family and Community Engagement ("FACE") Centers and 14 School-age FACE Centers, each comprising two Specialist groups. Utilizing a team approach, under the direction of NYSED, the RPCs and FACE Centers will provide a combination of discipline-specific regional trainings, targeted professional development and technical assistance to districts and organizations that support students with disabilities, ages birth to 21.

The TAP for Equity will have six FTEs of professional staff: a Director and five FTE Associate positions. The Director will be responsible for management and oversight of both the project deliverables and the Associates. Each Associate will be assigned to specific regions of the State. (See Appendix 1, Regional Partnership Centers Map, posted with the RFP.) TAP Associates will be responsible for working closely with their assigned regional teams and to develop and deliver professional development and technical assistance, as directed by NYSED, to all members of those regional teams.

#### Mandatory Requirements

1. The project must include one (1) FTE to serve as the project director. This position must be filled by one individual.
2. The project must include five (5) FTEs to serve as project associates. Each associate position may be filled by two (2) individuals, each working at .5 FTE.
3. The minimum qualifications for the project director include a Master's degree or higher, two years' supervisory experience, and three years of experience providing professional development and/or technical assistance. The minimum qualifications for the project associate positions include a

Master's degree or higher and one year experience providing professional development and technical assistance.

4. All required staff positions are 12-month positions.
5. Contractor must have an office located in New York State.

## **Project Description**

Improving results for students with disabilities requires a renewed focus on the core Blueprint principles, implemented with a culturally and linguistically responsive lens that leads to equitable student outcomes. As a member of the Partnership, the TAP for Equity will focus on two content areas: bilingual special education and [culturally responsive education as defined by NYSED](#). Working in collaboration with NYSED, the TAP for Equity will develop and deliver training materials and provide resources for effective practices that inform the relationship between teaching, learning, social identity, and cultural context.

The TAP for Equity will work closely with the four other TAPs and the Multi-Tiered System of Supports – Integrated (“MTSS-I”) Center, under the direction of NYSED, to support all specialist groups within the RPCs and FACE Centers, infusing the concepts of a culturally and linguistically responsive approach to education for bilingual and non-English speaking students and families. As part of their work, the five TAPs, in collaboration with NYSED, will determine what content is required for the Partnership, and how it will be delivered.

Collaboration and communication will be critical to the success of the Partnership. As such, all members of the Partnership will be required to work professionally and collaboratively under the direction of NYSED. Meaningful engagement with all partners will improve the effectiveness of the intensive team approach to increase stakeholder capacity.

The vendor must agree to meet all NYSED requirements for issuing [continuing teacher and leader education credits](#).

## **Deliverables**

### **Deliverable 1: Support Regional Teams**

- 1.1 Provide all members of the RPCs and FACE Centers with a basic understanding of culturally/racially/linguistically responsive education by:
  - Reviewing and/or developing an introductory webinar (recorded and made available as needed), 1.5 hours in length.
- 1.2 Annually, plan, develop and deliver webinars and hangouts tailored to specific Specialist groups or open to the whole Partnership, as appropriate to the content.
  - The TAP for Equity will be primarily responsible for a minimum of seven webinars and seven hangouts each year. The specific content and targeted Specialist groups for each webinar will be decided in conjunction with NYSED.
  - Secondary support for other webinars will be provided, as well (e.g., providing information to enhance another TAP’s webinar); frequency and need will be determined in conjunction with the remaining TAPs, the MTSS-I Center and NYSED.
  - Annually, together with the four other TAPs (Data, Transition, Academics, and Behavior), provide up to 20 hours of professional development for new RPC and FACE Center

members upon hire. A needs assessment will be created and/or updated in coordination with the TAP for Data that will assist in determining the amount of support each new RPC and FACE Center member will receive.

- 1.3 Coaching will be provided to individual and small groups of RPC and FACE Center personnel and will be based on needs assessment data, the foci of specialists' workloads and collaboration with Systems Change Facilitators ("SCFs"), FACE Center Professional Development Specialists ("PDSs") and NYSED to each of the 16 Regional Teams.
  - Collectively, TAP for Equity Associates annually will provide each of the 16 Regional Teams with 12 days of data-based coaching, 8 in-person and 4 remotely.
  - At least one in-person coaching session will occur in each region each quarter of each contract year.
  - All scheduled coaching activities will be entered into an online calendar for planning purposes and documented in quarterly status reports.
  - TAP for Equity Associates will provide regional specialists and FACE Center staff with additional technical assistance and consultation through email, web meetings and/or phone calls, as needed.
- 1.4 TAP for Equity Associates will participate in a minimum of monthly virtual Regional Level Team ("RLT") meetings with each of their assigned regions to provide technical assistance regarding the development and implementation of Support Plans, Targeted Skills Groups and Regional Learnings.
- 1.5 TAP for Equity Associates will work collaboratively with SCFs and FACE Center PDSs during the development of new Support Plans and revision of existing Support Plans. Associates' input and recommendations that occur during this collaboration will be documented.
- 1.6 TAP for Equity will plan and facilitate one day of the October Statewide meeting, in collaboration with OSE; providing professional development as proposed by the TAP Directors or as requested by NYSED.
- 1.7 TAP for Equity will attend one day, in-person of the April Statewide meeting and provide professional development and/or updates as proposed by the TAP Directors or as requested by NYSED.

## **Deliverable 2: Material and Curriculum Development**

Develop and/or review materials and revise as necessary. Materials will include information for learners at the beginner, intermediate, and advanced levels. As appropriate to the content, the materials may consist of full training packages (such as slide decks, handouts, webcasts/other multi-media) or core messages presented in alternative formats (such as infographics, flip charts, webcasts/other multi-media). NYSED will have final approval of materials and curricula.

- 2.1 Develop and/or review materials for the provision of professional development to the RPCs, FACE Centers and MTSS-I Center.
- 2.2 Develop and/or review materials for the provision of professional development to be used by RPCs, FACE Centers and MTSS-I Center to train stakeholders (families, educators, community providers, etc.).

- 2.3 Develop and implement an internal quality-control process for all professional development packages and materials to undergo before submission to NYSED for review.
- 2.4 Post 508-compliant professional development materials to a public website within timelines established by NYSED.
- 2.5 Annually, in conjunction with NYSED, develop and post a minimum of two recorded webinars on foundational equity content for use in regional learning opportunities offered by the RPCs and FACE Centers.

### **Deliverable 3: Coordination with other TAPs and NYSED**

- 3.1 Serve as a member of the State Level Team. The TAP Director or Principal Investigator must annually attend 3 one-day meetings of the State Level Team in Albany as requested by NYSED.
- 3.2 TAP for Equity Director will serve as a member of the Partnership Implementation Team (PIT) and attend:
  - 10 virtual half-day meetings; (monthly)
  - one two-day in-person meeting in Albany; and
  - virtual workgroups; as needed.
- 3.3 TAP for Equity Director will annually attend one or more in-person coaching session(s) with each Associate.
- 3.4 TAP for Equity Director will annually attend one or more virtual sessions of a targeted skills group and regional learning in each of the 16 Regional Teams.
- 3.5 The TAP for Equity Director and Associates will attend the annual MTSS-I Virtual Learning Summit.
- 3.6 Attend one, one-day meeting per year hosted by NYSED as requested by NYSED (for example, Commissioner's Advisory Panel, Youth Advisory Panel, etc.).
- 3.7 The TAP for Equity Director will participate in virtual collaborative meetings with other TAP Directors, the MTSS-I Center Director, and NYSED as needed.
- 3.8 The TAP for Equity Director will meet with other TAP Directors at least monthly to discuss shared deliverables.
- 3.9 The TAP for Equity Director will meet with NYSED minimally monthly and provide data regarding the status of the TAP for Equity Associates' coaching to the 16 Regional Teams, webinars/hangouts and other deliverables. Annually, one meeting will occur in-person in Albany to review Partnership progress.

### **Deliverable 4: Developing Expertise**

- 4.1 Each TAP for Equity staff member may attend one national conference per year supported by project funds. All conference attendance is subject to NYSED prior approval. Content should be shared with other members of the Partnership and used for the development of materials.



Preference should be given to those conferences sponsored by a [federally funded technical assistance center](#).

- If national conferences are not available, participation in webinars/distance learning related to Partnership content is expected.
- Attendance at Statewide meetings, PIT meetings, and Regional Coaching Visits take precedence over conference travel.

4.2 In consultation with the NYSED, fund up to one subject matter expert for up to two days per year as appropriate to support the vision/mission of the Partnership via a webinar.

4.3 TAP for Equity Director and Associates will collaborate with the MTSS-I Center Director and Coaches to ensure the respective MTSS-I expertise of personnel who staff each unit is regularly shared and fully integrated, especially regarding the research base for effective implementation and the applied lessons learned from supporting districts and schools to install the MTSS-I Framework.

### **Deliverable 5: Website<sup>1</sup>/Web Resources/Other Media**

5.1 Under the direction of NYSED the TAP for Data will have primary technical responsibility for the design, development, and maintenance of a website to support the entire Partnership, the remaining TAPs will be responsible for reviewing and submitting relevant content to NYSED. Website content will be determined in conjunction with NYSED.

5.2 TAP for Equity will be responsible for uploading their own professional development content into the Data Management System in accordance with NYSED timelines. All professional development content to be posted on the public Partnership website must meet 508 compliance standards.

### **Travel and Location**

Contractor will maintain an office in New York State. Travel expenses will only be reimbursed for travel within New York State at the [GSA rates](#).

### **Payments, Reports and Accountability**

Using Status Report templates developed by NYSED, the contractor will be required to submit quarterly Status Reports to NYSED, due October 31, January 31, April 30, and July 31 in order for NYSED to hold the contractor accountable and ensure the contracted project outcomes have been achieved. Quarterly payments will be made to the vendor once quarterly reports of progress are reviewed and project outcomes are determined to be adequate. Failure to submit the required progress reports may result in the suspension of future payments. Vouchers requesting payment must be submitted on a quarterly basis.

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

The Contractor agrees to comply with Family Educational Rights and Privacy Act (FERPA) and New York State Education Law § 2-d. The NYS Education Department (NYSED) is required to ensure that

<sup>1</sup> Any website pages hosted, or to be hosted, on NYSED's website(s) will be accessible to people with disabilities in accordance with W3C's Web Content Accessibility Guidelines 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite 1.0 for web content.

all contracts with a third-party contractor that receives PII include a Data Privacy and Security Plan, pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state.

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

The New York State Education Department’s Data Privacy Appendix (Appendix R) shall also be part of the Contract.

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

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

### **Subcontracting Limit**

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

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

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

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

### **Staff Changes**

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

**Contract Period**

The contract will be for a term anticipated to begin January 1, 2024, and to end December 31, 2026.

**Electronic Processing of Payments**

In accordance with a directive dated January 22, 2010, by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010, shall contain a provision requiring that contractors and grantees accept electronic payments.

## **APPENDIX D**

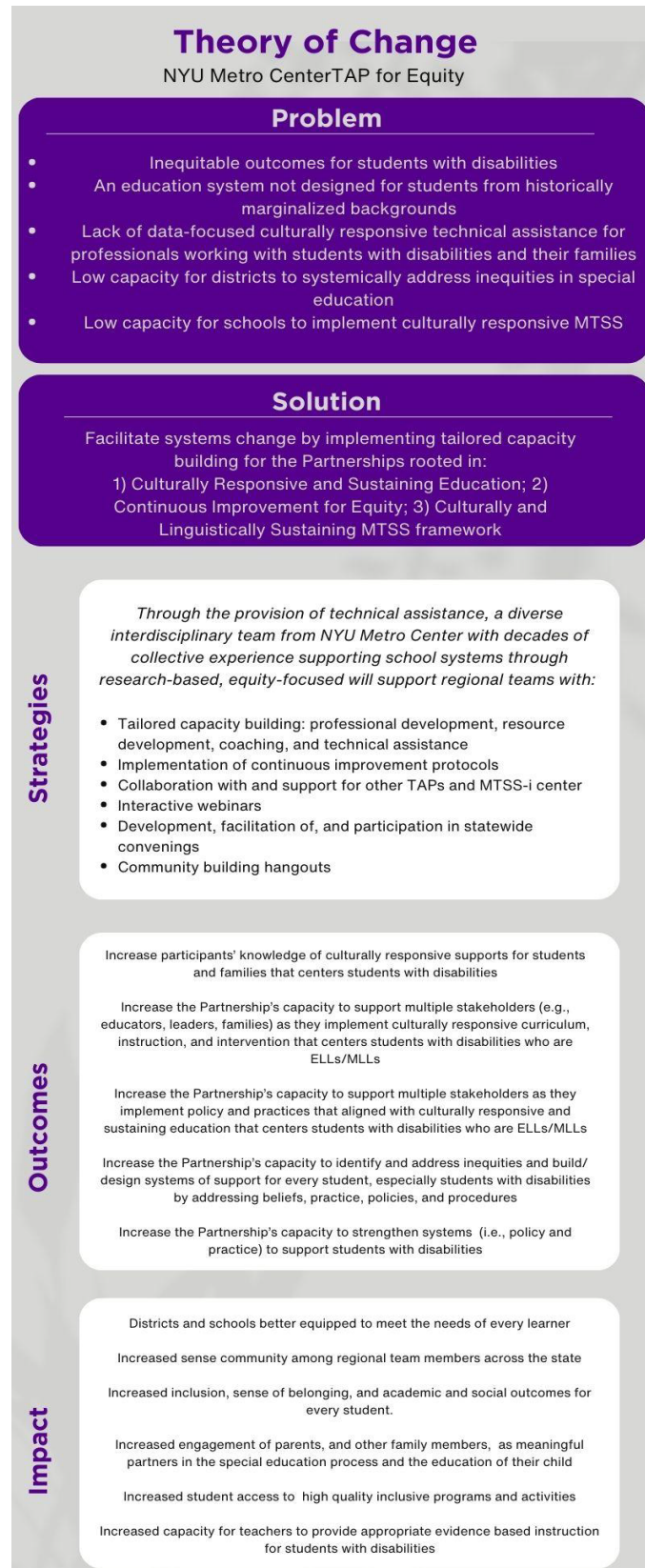
### **Program Workplan, Part 2 of 2**

#### **Project Approach**

TAP for Equity at NYU Metro Center proposes an ambitious set of activities and deliverables that partners with various stakeholder groups to jointly craft and implement webinars, professional development, curricula, coaching, systems supports, and other resources through a tiered support system resulting in partnering and building capacity for the other TAPs, Regional Partnership Centers (RPCs), and Family and Community Engagement (FACE) Centers to ensure equitable outcomes for SWDs. The plan for TAP for Equity at NYU Metro Center is informed by the NYSED Blueprint for the Improved Results for Students with Disabilities (November 2015) and the Blueprint for English Language Learner/Multilingual Learner (ELL/MLL) Success (April 2014) and is framed broadly by three guiding frameworks: (1) NYSED Culturally Responsive-Sustaining (CR-S) Education Framework (NYSED, 2019), (2) Continuous Improvement for Equity Framework (MAEC, 2022), and (3) Culturally and Linguistically Sustaining MTSS Framework. This approach is displayed in our Theory of Change (Figure 1).

TAP for Equity at NYU Metro Center will operate as a blended team. This approach offers the opportunity to effectively utilize different expertise and skills that will ensure our teams' responsiveness to the Partnership's needs. Our blended team strategically marries NYU Metro Center, American Institutes for Research (AIR), and a Minority-Owned Business Enterprise (MBE) consultant, Dr. Edward Fergus, to collaborate in developing high quality, evidence-based content webinars, curriculum for professional development, coaching, and materials for the Partnership that will efficiently build capacity. NYU Metro Center as the primary content developer and project implementer holds expertise in equity, Culturally Responsive Sustaining Education (CR-SE), Culturally Responsive Sustaining Education Equity Systems, and ELLs/MLLs. AIR's expertise in special education, equity, and ELLs, and our consultant's expertise in systems that lead to and approaches to remedy disproportionality complements our knowledge, skills, and experience for a powerful team. While the majority of

Figure 1. TAP for Equity at NYU Metro Center's Theory of Change



the work will be implemented by NYU Metro Center, our blended team will meet 1-2 times a month to discuss the needs of the Partnership, identify the team members who will jointly develop content and materials, and disburse the team member(s) to respond to Partnership members' needs and regions.

### **Blueprints for Students with Disabilities, ELLs/MLLs, and CR-S**

The Blueprint for Improved Results for Students with Disabilities (NYSED, November 2015) aims to ensure that all SWDs “have opportunities to benefit from high-quality instruction” in which they can reach the same standards as all students, allowing them to leave prepared to successfully transition to postschool learning, living, and working” (p. 1). Similarly, the Blueprint for ELL/MLL Success underscores that “all students’ individual educational paths and socio-emotional needs are met in multiple languages leading them to college and career readiness” (p.1). NYSED believes that “all teachers are teachers of ELLs/MLLs.” (NYSED, April 2014). As such, every educator is responsible for providing schooling experiences for ELLs/MLLs that are culturally and linguistically appropriate for all diverse learners, including those with Individualized Education Programs (IEPs).

**TAP for Equity at NYU Metro Center** will use the Blueprint for Improved Results for Students with Disabilities and the Blueprint for ELL/MLL Success as guiding principles to collaboratively work with the TAPs for Data, Academics, Behavior, and Transition to **build capacity in equity, culturally/racially/linguistically responsive education, and bilingual special education** through a combination of regional trainings, targeted professional development, coaching, and technical assistance among the 16 RPCs, 14 Early Childhood FACE Centers, and 14 School-Age FACE Centers using an intensive, multidisciplinary team approach and a tiered support system that will lead to improved outcomes for SWDs, including

ELLs/MLLs with disabilities. The theory of change behind this work will bring to regional teams a process that creates sustainable outcomes and allows them to better shift outcomes in the schools they serve. with this approach, we will increase the Partnership's (1) knowledge of culturally responsive supports for students and families that centers SWDs; (2) capacity to support multiple stakeholders (e.g., educators, leaders, families) as they implement culturally responsive curriculum, instruction, and intervention that centers SWDs who are ELLs/MLLs; (3) capacity to support multiple stakeholders as they implement policy and practices that align with culturally responsive and sustaining education that centers SWDs who are ELLs/MLLs; (4) ability to identify and address inequities and build/design systems of support for every student, especially SWDs; and (5) capacity to build stronger systems (i.e., through policy and practice) to support SWDs.

To that end, the implementation of the mission and vision for TAP for Equity at NYU Metro Center is framed through NYSED's CR-S Education Framework (NYSED, 2019), which grounds the project in the belief that to effectively support SWDs across language, race, class, and other dimensions of difference, special attention must be paid to integrating the Blueprints and CR-S (as defined by NYSED). CR-S constructs present the social constructions of sociocultural identity, language heritage, and dis/ability as products of a tenuous history. That is, the history of people marked as raced, classed, or gendered is distinct from those marked as dis/abled, but those experiences often overlap. Research shows that bodies simultaneously raced, classed, linguistically stigmatized, and dis/abled are uniquely positioned within U.S. education for separation, seclusion, and segregation (Annamma, Connor & Ferri, 2013). Our plan for TAP for Equity at NYU Metro Center is written in ways that are responsive to the complex positioning of dis/ability in U.S. education.

## **Frameworks**

### ***Culturally Responsive-Sustaining Education***

TAP for Equity at NYU Metro Center is informed by an understanding of the ways in which multiple expressions of identity impact the educational experiences of students, particularly students identified for special education. Equity requires that educators be equipped with explicit understandings about how sociocultural and sociopolitical factors, such as race, ethnicity, language, and culture, influence learning outcomes. The CR-S Education Framework (NYSED, 2019), which NYU Metro Center took a lead role in helping to develop, provides a guide for achieving equity centering multiple audiences (e.g., superintendents, principals, teachers, parents, community members, policymakers) throughout New York State.

Equity is the state, quality, or ideal of being just, impartial, and fair. The concept of equity is synonymous with fairness and justice. To be achieved and sustained, equity needs to be thought of as a structural and systemic concept, and not as idealistic. Equity as a robust system and dynamic process reinforces and replicates equitable ideas, power, resources, strategies, conditions, habits, and outcomes. Systematic equity is a complex combination of interrelated elements designed to create, support, and sustain social and educational justice. Further, “educational equity incorporates educational policies, practices, interactions, and resources that are representative of, constructed by, and responsive to all students such that each individual has access to, can meaningfully participate and make progress in, high quality learning experiences that empowers them towards self-determination and reduces disparities in outcomes regardless of individual differences and cultural identities” (Kyser & Skelton, 2019).

CR-S education demonstrates how an equity lens can be applied to districts, schools, classrooms, and communities to shape and align the infrastructures of education (including



community capacity, human capacity, and organizational capacity), informing transferrable tools that can help stakeholders create equitable opportunities for the populations they serve. In this light, TAP for Equity at NYU Metro Center’s plan speaks directly to the four essential principles of NYSED’s CR-S Educational Framework to shift outcomes for students with an IEP: (1) a welcoming and affirming environment, (2) high expectations and rigorous instruction, (3) inclusive curriculum and assessment, and (4) ongoing professional learning. We use these principles as pillars that signal the importance of building capacity in every educational stakeholder to create equitable outcomes and academic success for students with disabilities, while simultaneously signaling a vision for a statewide education system well aligned to advance sociopolitical consciousness, sociocultural responsiveness, and critical thought (see Figure 1). That is, the importance of culture to teaching and learning warrants underscoring that the risks associated with educational inequity are compounded when students are not only marked as dis/abled but also stigmatized by language, race, class, gender, gender identity, faith, and sexual orientation. In special education, identifications work interdependently to mark the dis/abled person as multiply less than the “ideal” of normality/perfection in society.

### ***Continuous Improvement for Equity Framework***

In alignment with the CR-SE framework, the [Continuous Improvement for Equity \(CI4E\)](#) framework developed and used by the Region 1 Mid-Atlantic Equity Assistance Center (MAEC) is an approach that offers procedures to ensure that equity is centered in practice. Participants engage in six processes to recognize power, privilege, social context, and representation impact them and their work, identify inequitable processes and structures in their school system and encourage participants to design an inclusive and positive space for change (see deliverable 1.3 for a more detailed description of the CI4E processes).

## ***Culturally and Linguistically Sustaining Practices within MTSS***

We know that the majority of students with disabilities should be served within general education through tiered supports (NYSED, 2015). Integrated MTSS, a schoolwide approach, is strengthened when implemented with culturally and linguistically sustaining (CLS) practices. Researchers recommend that CLS MTSS implementation addresses issues of disproportionate and inequitable outcomes among students (Cartlegde et al., 2016; Castro-Villareal et al., 2016; Harry & Klingner, 2006; Jackson & Wolforth, 2021). NYSED has taken steps to encourage equity principles within its integrated MTSS work, and the TAP for Equity will build on this foundation. In the publication [\*Leveraging MTSS to Ensure Equitable Outcomes\*](#), Jackson (2021) describes what CLS practices look like within MTSS that make it a viable approach to resolving inequitable outcomes:

**Equitable Data-Based Decisions.** MTSS is driven by a collaborative data-based decision-making process and focused on outcomes. Too often, eligibility for special education and access to higher level courses are based on subjective decisions. With a focus on data, educators can make objective, instructional decisions that result in positive student outcomes (Jackson & Alvarez, 2017; Kressler et al., 2020). In practice, this includes diverse educators coming together to analyze academic, social, emotional, and behavioral student data to make decisions about resources (e.g., staffing, materials, interventions) and identifying students in need of more intense tiers of support.

**Emphasis on High-Quality Instruction and Intervention.** Research on educational equity posits that there is differential access to quality instruction between students in high- and low-income areas (Goldhaber et al., 2019). One example of this is in math; students with math difficulties have insufficient opportunities to grow their conceptual understanding, leading to

difficulties in developing associated procedural skills or transferring knowledge to novel problems (NAEP, 2019). Given this, educators should use high-leverage instructional practices (e.g., modeling, scaffolding; see [www.highleveragepractices.org](http://www.highleveragepractices.org)) coupled with CLS practices (e.g., scaffolding, visual aids, language cognates with new vocabulary).

**Evidence-Based Specially Designed Instruction: Team-Based Decision Making and Strong Leadership.** A foundational principle of MTSS is the use of team-based decision making. Diverse MTSS teams can use data to identify and eliminate many barriers that students face in school and change the processes that result in educational inequities and hinder student learning. However, MTSS teams must be committed to producing more equitable outcomes and, with this goal in mind, implement MTSS with fidelity. A team may do this by applying the CR-S framework when implementing MTSS and making decisions. As outlined in the CR-S framework, this is done by creating a welcoming and affirming environment for data discussions and decision making, fostering high expectations and rigorous instruction and intervention, identifying inclusive curriculum and assessment, and engaging in ongoing professional learning and support, which will be provided by the TAP for Equity, other TAPs, and RPCs.

### **Deliverables: Ensuring Results for Students with Disabilities**

#### **Deliverable 1: Support Regional Teams**

##### ***Deliverable 1.1. Introductory Webinar***

To ensure that all participants are beginning this work with common foundational knowledge and understanding of our partnership over the course of this project, TAP for Equity at NYU Metro Center will develop and hold one introductory webinar each year. The introductory webinar will include a presentation of our work, approach, and theory of change for how our team plans to work with the Partnership. The introductory webinar also will give space

for participants to get to know our work and team by facilitating the last 40 minutes as a panel with a Q&A. In our other partnerships over the years with districts such as New York City Public Schools, we have found that holding introductory webinars and virtual sessions creates reciprocal clarity for all parties involved and creates buy-in as we begin a new relationship. Please see a sample agenda in Appendix A.

### ***Deliverable 1.2. Webinars, Hangouts, and Professional Development***

**Webinar Series.** TAP for Equity at NYU Metro Center is immediately prepared to support the Partnership with a tailored annual webinar series (seven per year) aligned with our core frameworks for this project: (1) NYSED’s CR-S Education Framework, (2) CI4E Framework (MAEC, 2022), and (3) Culturally and Linguistically Sustaining (CLS) practices. NYU Metro Center has decades of history of providing training and technical assistance on culturally/racially/linguistically responsive education to district staff, educators, families, and other stakeholders. Although we will design the webinar series centering the needs of participants and guidance from NYSED, we have years of robust content on culturally responsive education content from past work that can be adapted.

The series will align with the seven core principles of the Blueprint for Improved Results for Students with Disabilities and four components of the NYSED CR-S Framework. It will also allow participants to understand how CLS and CI4E can complement an CR-S approach especially with respect to building districts’, and ultimately schools’, capacity to serve SWDs, and ELLs/MLLs. This practice-based webinar series will give participants access to experts in our network, offer case examples, and provide relevant tools for immediate and ongoing implementation. At the end of each webinar participants will complete a brief post-assessment to

measure understanding, knowledge, and capacity to implement. This post-assessment will be used to shape improvement of the webinar for subsequent webinars.

Sample Webinar Titles include:

1. Foundations of Culturally & Linguistically Responsive-Sustaining Education
2. Interconnecting Frameworks to Meet Every Student's Needs: *CR-SE, Continuous Improvement and Culturally and Linguistically Sustaining (CLS) practices*
3. Dismantling Disproportionality: *A Culturally and Linguistically Responsive Approach*
4. Guardians of Equity: *Analyzing Disaggregated Data*
5. Culturally Responsive Family Engagement
6. Centering Equity in Bilingual Special Education through Culturally and Linguistically Sustaining (CLS) practices
7. Utilizing the CR-SE District Assessment for Regional and District Equity Planning

**Webinar Follow-Up.** NYU Metro Center and AIR know that providing professional development is not enough to enact change. within a week of each webinar, associates from TAP for Equity at NYU Metro Center will facilitate virtual hangouts to allow participants to build community and knowledge and reflect on the webinar content. Using webinar post-assessment feedback, hangouts will be designed to create opportunities to share best practices related to CR-S, equity, CLS, CI4E, special education, support for ELLs/MLLs, and other relevant focus areas. Each hangout will also provide opportunities for collaboration, knowledge building from experts, problem solving, and peer coaching.

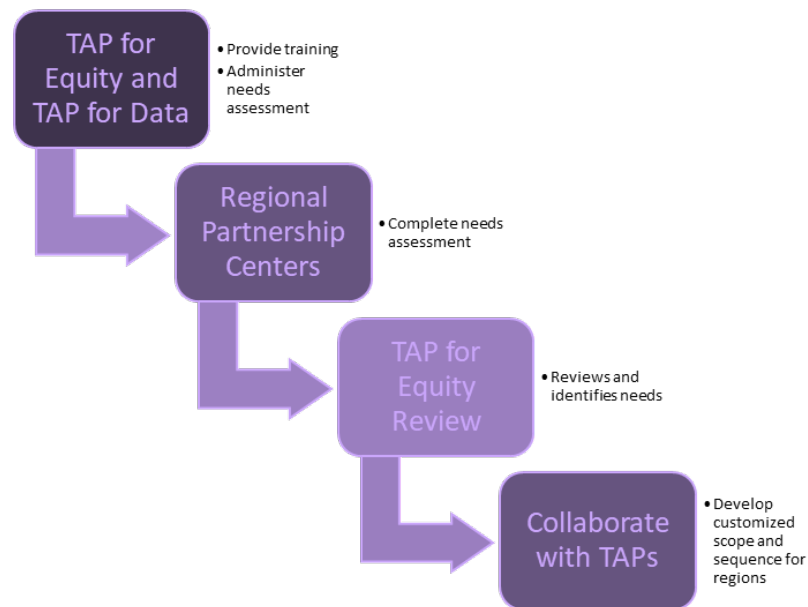
**Collaboration with Other TAPs and the MTSS-I Center.** TAP for Equity at NYU Metro Center's approach is intentionally interdisciplinary, and we welcome the opportunity to

work with the MTSS-I Center and the TAPs for Data, Transition, Academics, and Behavior collectively and individually to enhance support to the Partnership.

We have intentionally and strategically designed the partnership to include TAPs in product review and development as well as in ongoing conceptualization. Opportunities are embedded into the quality review process for TAPs to provide meaningful feedback on materials. Building on the current professional development materials, TAP for Equity at NYU Metro Center will ensure that materials are not solely our voice but incorporate the diverse perspectives and expertise of the other TAPs, FACE Centers, and RPCs. We believe it is important to apply and model these equitable and inclusive practices in our work processes and have designed a process of knowledge creation, development, and review to do so.

From the outset, TAP for Equity at NYU Metro Center will work with the TAP for Data to assess the needs and interests of new RPC members relative to equity and racially/culturally/linguistically diverse learning, informed by the NYSED CR-S Education Framework. After identifying these professional development needs (as shown in Figure 2), TAP for Equity at NYU Metro Center will work with the other TAPs to consult with RPC staff to finalize a training schedule and scope and sequence designed to best engage participants. This training schedule will outline the professional development opportunities that will be provided collaboratively by all of the TAPs over the course of the school year in each region. The specific professional development opportunities offered to RPC staff will vary from region to region, depending on the expressed needs and interests of the specialists in each region (see Figure 2).

Figure 2. Regional Professional Development Process



In addition to the collaborative professional development process, TAP for Equity at NYU Metro Center will host a virtual **Research-informed Professional Learning Community (PLC)** regularly to engage with partners in understanding and embedding equitable practices into our work. TAP for Equity at NYU Metro Center will invite the TAPs for Data, Behavior, Academics, and Transition and the RPCs and FACE Centers to attend. These virtual gatherings will provide an ongoing, inclusive, and informal space where professionals can come together and learn about current research on equity, CR-S practices, and effective instruction for SWDs. The PLC will convene monthly and provide a safe space to discuss current research and its implications for our work. This PLC will provide a space for us to challenge current systems, ask questions, and develop innovative solutions together based on research. The PLC will also provide an opportunity for partners to norm their understanding of culturally responsive education, culturally responsive systems of academic and behavioral support, and instruction for

SWDs (as laid out in the Blueprint and connected to the CR-S framework)—concepts that often have different meanings to each individual.

### ***Deliverable 1.3. Coaching***

Professional development and webinars provide individuals with learning, but it is important to ensure that participants are equipped to apply the strategies they are learning in order to build the capacity of the districts they support and that they know they have a team of individuals that they can lean on. Coaching support enables more tailored support for implementation. TAP for Equity at NYU Metro Center associates will operate as fidelity coaches—individuals with the expertise to successfully train others to implement the interventions necessary to improve student outcomes for their assigned regional teams (King-Sears et al., 2018). King-Sears et al. (2018) provide the following five-step fidelity process: (1) model the intervention, (2) share the intervention’s fidelity protocol, (3) coach the practitioner prior to implementation, (4) observe for fidelity during implementation, and (5) reflect with the practitioner using fidelity data. TAP for Equity at NYU Metro Center will model a similar coaching support structure, recognizing that high levels of fidelity are imperative to a successful turnkey of both the content and the interventions shared with the RPC teams and the FACE Center specialists.

TAP for Equity at NYU Metro Center will implement a Train-the-Trainer coaching model with the Partnership that includes both in-person and virtual coaching. Using the data from the needs assessment, TAP for Equity at NYU Metro Center will design a fidelity coaching protocol that includes quarterly full days of in-person coaching sessions with gradual opportunities for co-facilitation and practice built in. Table 1 provides an overview of what the fidelity coaching model will look like over the course of each year divided into four quarters.



Table 1. Overview of Fidelity Coaching Model

	Q1	Q2	Q3	Q4
<b>In-person coaching support</b>	3 days in-person coaching (modeling)	3 days in-person coaching (2 days modeling, 1 day co-facilitation)	1 day in-person coaching (co-facilitation)	1 day in-person coaching (co-facilitation)
<b>Planned virtual support</b>	1 virtual prep coaching session	1 virtual prep coaching session	1 virtual prep coaching session	1 virtual prep coaching session
<b>Ad hoc coaching support and technical assistance</b>	Ongoing email, virtual meeting, and phone call support as needed	Ongoing email, virtual meeting, and phone call support as needed	Ongoing email, virtual meeting, and phone call support as needed	Ongoing email, virtual meeting, and phone call support as needed

Sample topics for coaching include:

- Moving *with* Equity Tensions - coaching RPC and FACE personnel on how to effectively engage pushback in equity work
- Naming the Elephants in the Room - coaching RPC and FACE personnel to focus on those most impacted by disproportionality and inequity and centering these experiences when leading a session
- Modeling vulnerability and critical self reflection - coaching RPC and FACE personnel on how to start with self and model critical self reflection in leading equity work
- Effectively turnkeying disaggregated data - coaching RPC and FACE personnel to properly leverage disaggregated data to establish impact and establish goals

Each coaching session will be followed by a survey that assesses participants' satisfaction, understanding of the protocols, and self-efficacy with regard to implementation.

Figure 3 displays an overview of proposed focus areas and topics for technical assistance and professional development supports.

Figure 3. Overview of Technical Assistance and Professional Development Supports

Year 1 - 2024	Year 2 - 2025	Year 3 - 2026
<b>Implementation Approach:</b> <ul style="list-style-type: none"> <li>-Understanding the problem and outlining solutions</li> <li>-Building knowledge and competency with partners</li> <li>-Developing coherence in messaging and goals</li> </ul>	<b>Implementation Approach:</b> <ul style="list-style-type: none"> <li>-Growing capacity of content delivery to districts</li> <li>-Curating trainings and TA to support specific needs of Partnership and partnering districts</li> </ul>	<b>Implementation Approach:</b> <ul style="list-style-type: none"> <li>-Evaluating and assessing impact to Partnership and district/student impact</li> <li>-Planning next steps of TAP for Equity delivery</li> </ul>
<b>PD/TA Focus:</b> <ul style="list-style-type: none"> <li>-Culturally Responsive Sustaining (CR-S) Education</li> <li>-Culturally and Linguistically Sustaining MTSS</li> <li>-CI4E</li> </ul>	<b>PD/TA Focus:</b> <ul style="list-style-type: none"> <li>-Problems of Practice sessions</li> <li>-Fidelity Coaching</li> <li>-Analyzing disaggregated quantitative and qualitative data</li> <li>-Strategic data-led equity action planning</li> </ul>	<b>PDA/TA Focus:</b> <ul style="list-style-type: none"> <li>-Problem of Practice sessions</li> <li>-Fidelity Coaching</li> <li>-Strategic data-led equity action planning</li> </ul>

Coaching content will build participant capacity to engage in continuous improvement towards more equitable outcomes. Coaching will align with CI4E. As mentioned previously under Frameworks, CI4E is a continuous improvement approach that centers equity. The six-stage process offers participants a process to recognize power and privilege, social context, and representation that affect their system; identify inequitable processes and structures in their school system; and design an inclusive and positive space for change. **Stage 1**—Understand the system: Schools and districts often perpetuate and reproduce patterns of inequity instead of interrupting them. This step urges teams to first understand the historical and contextual factors

that create inequities in schools and school systems. Teams are encouraged to seek input from communities most affected by the inequities. **Stage 2**—Create collaborative teams: Teams should include diverse perspectives and embed equity principles into their norms, procedures, and decision-making process. **Stage 3**—Determine an aim: Using an asset-based approach, teams should choose an area of focus for their improvement efforts. **Stage 4**—Design a theory of improvement: The theory of improvement describes how the district will take action to address its identified goal. The theory of improvement is grounded in data, research, and practice and designed to understand the strengths and needs of students and stakeholders more impacted by inequities. **Stage 5**—Test interventions: This step moves the team to action. Teams apply an equity focus to a typical Plan-Do-Study-Act (PDSA) cycle. **Stage 6**—Convene a network: The final step in the CI4E process brings together stakeholders to build an inclusive consensus and foster a sense of community and welcoming space for new ideas to address challenges. Because continuous improvement efforts centered on equity have the potential to impact various stakeholders, this step brings together diverse perspectives to engage in interpretation and decision making and achieve goals.

#### ***Deliverable 1.4. Participation in Monthly Regional Team Meetings***

Between coaching sessions, TAP for Equity at NYU Metro Center Associates will attend monthly regional team meetings to offer further technical assistance around the implementation of Support Plans, Targeted Skills Groups, and Regional Learnings for their assigned regional teams. Participating in these meetings will allow associates to build relationships, build additional context for the work, and informally assess facilitators and barriers to fidelity. Tap for Equity at NYU Metro Center Associates will bring expertise around centering equity throughout the process, focusing on strengthening accountability to the plans and ensuring that goals are

specifically aligned to the needs of bilingual special education students and students coming from historically marginalized cultural, racial, and linguistic backgrounds.

#### ***Deliverable 1.5. Work on Development and Revision of Support Plans***

During each coaching session, participants will be asked to bring their support plans in order to ensure alignment, receive feedback from TAP for Equity at NYU Metro Center's Associates and their peers, and make revisions in real time. We know that if plans are not revisited frequently, they often sit on the shelf and become more hypothetical than realistic (Fullan & Quinn, 2016). Regularly referencing the plans will increase fidelity and the capacity of participants to implement them in the absence of support from the NYU Metro Center TAP for Equity team.

#### ***Deliverable 1.6. October Statewide Meeting***

Using our previous experience in successful conference planning and execution, TAP for Equity at NYU Metro Center is prepared to collaborate with OSE to identify essential themes and information to be shared during the October statewide meeting. Additionally, TAP for Equity will leverage its extended network of education researchers and practitioners at NYU Metro Center to solicit input on Partnership meeting content and design.

The agenda for the October statewide meeting will be determined based on feedback from regional teams about their needs during the current school year and OSE guidance. That said, we have provided a sample agenda in Appendix A based on our experience with meetings with stakeholders at the state level. Held about one month into the school year, this meeting will allow participants to learn from experts, amend their plans and priorities for the school year, reflect on challenges that arose in the previous school year, and build community. Regional teams will have the opportunity to learn from each other's successes and challenges and share

best practices. After the meeting, participants will be given a post-survey to assess their satisfaction, learning, and intent to change behavior over time.

### ***Deliverable 1.7. April Statewide Meeting***

The April statewide meeting is another opportunity for TAP for Equity at NYU Metro Center to support regional teams in collaboration with the other TAPs. We will work with the other Directors to determine relevant professional development we can develop and deliver during the meeting. This convening will also give our team an opportunity to build relationships with other TAPs in person to facilitate our partnership moving forward. Potential topics to which the Tap for Equity at NYU Metro Center can bring expertise include, but are not limited to: 1) locating root causes of inequities through beliefs, policies and practices 2) leveraging an equity audit 3) culturally responsive restorative practices 4) the Sheltered Instruction Observation Protocol (SIOP) model 5) and culturally and linguistically sustaining (CLS) practices

### **Deliverable 2: Material and Curriculum Development**

Content developed by TAP for Equity at NYU Metro Center team will integrate the latest research, evidence, and practices and is designed to be interactive so that participants walk away with strategies and tools they can begin implementing into practice immediately and build upon for sustained change over time. TAP for Equity at NYU Metro Center will develop and/or review materials and revise, as necessary. Materials will meet accessibility needs and be informed by a comprehensive needs assessment and include information for learners at beginner, intermediate, and advanced levels. As appropriate to the content, materials may consist of full training packages (e.g., slide decks, handouts, webcasts/other multimedia) or core messages presented in alternative formats (e.g., infographics, flip charts, webcasts/other multimedia). NYSED will have final approval of materials and curricula.

***Deliverable 2.1. Develop and/or Review Materials for the Provision of Professional Development to RPCs, FACE Centers, and MTSS-I Center.***

NYU Metro Center has developed a comprehensive body of professional development and materials to serve each stakeholder group in the OSE Educational Partnership. For RPC specialists and FACE Center specialists specifically, TAP for Equity at NYU Metro Center proposes to create professional development strands that build on the specialists' areas of expertise while simultaneously building capacity to address improving special education outcomes through a CR-S mindset and lens. The TAP for Equity Team will utilize needs assessment data to develop PD materials that are responsive to learners at beginner, intermediate, and advanced levels. Such materials would include, but not be limited to, full training packages (e.g., slide decks, handouts, webcasts/other multimedia) or core messages presented in alternative formats (e.g., infographics, flip charts, webcasts/other multimedia). All learners would receive some beginner PD materials to norm core concepts. Intermediate and advanced content would be developed through identified needs and feedback from the Partnership. In order to support these specialists as they engage in essential systems change work with districts, schools, and families, TAP for Equity at NYU Metro Center will develop and review materials aligned with the four components of the NYSED CR-S Framework: (1) welcoming and affirming environment, (2) high expectations and rigorous instruction, (3) inclusive curriculum and assessment, and (4) ongoing professional learning and support.

Table 2, demonstrates the relationship between domains of the NYSED Culturally Responsive-Sustaining Framework and principles of the Blueprint for Improved Results for Students with Disabilities.

Table 2: Connection between Culturally Responsive-Sustaining Education and Blueprint for Improved Results for Students with Disabilities

<i><b>NYSED Culturally Responsive-Sustaining Framework</b></i>	<i><b>NYSED Blueprint for Improved Results for Students with Disabilities, guiding principles</b></i>	<i><b>NYSED Blueprint for English Language Learners Success</b></i>
Welcoming and affirming environment	Parents and other family members are engaged as meaningful partners in the special education process and the education of their child	<p>Districts and schools recognize that bilingualism and biliteracy are assets, and provide opportunities for all students to earn a Seal of Biliteracy upon obtaining a high school diploma by providing all students</p> <p>Districts and schools value all parents and families of ELLs as partners in education and effectively involve them in the education of their children</p> <p>All school boards and district/school leaders are responsible for ensuring that the academic, linguistic, social, and emotional needs of ELLs are addressed</p>
High expectations and rigorous instruction	<p>Teachers provide research-based instructional teaching and learning strategies and supports for SWDs</p> <p>Students engage in self-advocacy and are involved in determining their own educational goals and plans</p>	<p>Districts and school communities leverage ELLs' home languages, cultural assets, and prior knowledge</p> <p>Districts and schools engage all English Language Learners in instruction that is grade-appropriate, academically rigorous, and aligned with the New York State Prekindergarten Foundation for the Common Core and P- 12 Common Core Learning Standards</p>
Inclusive curriculum and assessment	<p>Schools provide appropriate instruction for SWDs in career development and other opportunities to participate in work-based learning</p> <p>Teachers design, provide, and assess the effectiveness of specially designed instruction to provide access for students with disabilities (SWDs) to participate and progress in the general education curriculum</p>	<p>Districts and schools use diagnostic tools and formative assessment practices in order to measure ELLs' content knowledge as well as new and home language development to inform instruction</p> <p>All teachers are teachers of English Language Learners, and need to plan according to their needs</p>
Ongoing professional learning and support	Schools provide high-quality inclusive programs and activities	District and school communities leverage the expertise of Bilingual,

<i><b>NYSED Culturally Responsive-Sustaining Framework</b></i>	<i><b>NYSED Blueprint for Improved Results for Students with Disabilities, guiding principles</b></i>	<i><b>NYSED Blueprint for English Language Learners Success</b></i>
	Schools provide multi-tiered systems of behavioral and academic support	ESL, and Languages Other Than English (LOTE) teachers and support personnel while increasing their professional capacities

TAP for Equity at NYU Metro Center will build and refine existing professional development content to fill gaps. The TAP for Equity team will build the key principles, language, and vision of the NYSED CR-S Education Framework and Blueprint for Improved Results for Students with Disabilities in the professional development materials to ensure a focus on systems change that achieves equitable outcomes through culturally affirming practices for SWDs in the capacities. Outlined below are potential additional professional development topics that can be created in alignment with the NYSED CS-R Framework:

**Welcoming and Affirming Environment.** To support districts in promoting positive learning outcomes for SWDs and ELLs/MLLs, TAP for Equity can provide the following professional development supports:

- **Developing positive school climate.** PD will support the development and implementation of a feedback mechanism for students to have voice on school climate issues as well as on their own educational experiences. As part of this work, TAP for Equity may support the identification and development of qualitative tools based on the feedback. The feedback will be utilized to inform continued professional development and technical assistance as delivered by regional specialists.
- **Strategies for creating a safe learning environment .** PD on will focus on building sustainable, positive discipline practices, including developing Positive Behavioral Interventions and Supports (PBIS), identifying alternatives to suspensions, and using de-



escalation techniques. This work will be designed to strengthen interventions to de-escalate behavioral issues and better serve students' social and emotional needs.

- **Equitable social-emotional support.** PD will focus on developing specialists' capacity to support educators in deploying effective classroom-based interventions (Tier 1) so that students' social and emotional needs are met and they feel safe, which in turn may increase student sense of belonging, learning outcomes, and minimize referrals and suspensions.
- **Developing strong family ties.** PD on relationship building will help RPC specialists support districts and schools in creating relationships with culturally and linguistically diverse students and families, with additional guidance and expertise from FACE Center specialists. As a part of this work, specialists may recommend forums for parent and family engagement in academic decisions, school climate development, and disciplinary issues as they are tied to specific student outcomes and data. Specialists may also recommend trainings to engage parents/guardians in the development of their child's IEP, in familiarizing themselves with state learning standards, or in identifying effective strategies to support their child's continued learning at home.
- **Building meaningful relationships with students.** PD on relationships between staff and students will support RPC and FACE Center specialists in developing a positive school climate that reflects, honors, values, and centers the various identities represented in the building in a welcoming and affirming manner.
- **Family-community-school partnerships.** PD on family-community-school partnerships will focus on developing RPC specialists' capacity to identify strengths within the district/school community and find opportunities for students and families as an asset that can be leveraged to improve student outcomes. The trainings will model asset-mapping

exercises to assess what family and community resources are being accessed and those not yet being accessed (and the reasons for this) and will establish networks of parent/family advocates through the FACE Centers to support ongoing stakeholder capacity. This PD will also address how to engage racially/culturally/linguistically diverse parent/families as partners in the special education and education of their child.

**High Expectations and Rigorous Instruction.** To support districts in promoting a rigorous and supportive learning environment for SWDs and ELLs/MLLs, TAP for Equity can provide the following professional development supports:

- **Data-driven instruction.** PD on data-driven instruction will focus on developing RPC and FACE Center specialists' capacity to support data-driven decision making, which will help practitioners make decisions and improve instructional practices for struggling learners, ELLs/MLLs, and SWDs using various learning styles.
- **Student-centered instructional strategies.** PD on instructional strategies will train specialists on the use of various pedagogical techniques to meet the needs of diverse learners. Depending on the specific instructional needs, TAP for Equity can provide support on an array of instructional strategies including differentiated instruction, designing lessons with multiple entry points and modes of participation, building student engagement, flexible grouping, rigorous instruction, instruction supports for ELL/MLL special education students, and classroom management strategies that consider racially/culturally/linguistically diverse perspectives.
- **Student-centered school values.** PD will build on the existing content on values as an element of culture and will support RPC and FACE Center specialists in facilitating a visioning process for stakeholders, during which leaders can establish a shared language and

a vision/mission that incorporate the values held by all school community members, including students and families. The trainings may also focus on helping specialists outline the roadmap for implementing district-level change within the existing framework for school improvement and outlining CR-S strategies that are in line with district/school improvement plans for SWDs.

**Inclusive Curriculum and Assessment.** To support districts in elevating the voices of marginalized students, TAP for Equity can provide the following professional development supports:

- **Inclusive curriculum design and lesson planning.** PD on curriculum design and lesson planning will focus on helping school-based personnel develop effective curricular units and lesson plans that are aligned with state and local standards as well as responsive to the needs of their students. Work on this topic will include training specialists to develop rigorous lessons that align with Common Core learning standards, engage all students while catering to a variety of learning styles, and incorporate varied perspectives of culturally and linguistically diverse students.
- **Students as co-designers and advocates.** PD will focus on developing youth voice/advocacy for youth to develop and elevate youth voice and work with adults in solidarity to create a better school climate for everyone and build advocacy skills for SWDs. Participants will leave with a plan of action that will allow them to build in mechanisms to implement youth voice into curriculum design and give them the tools to advocate for their own needs.
- **Early warning systems (to support teachers).** PD on early warning systems will help RPC and FACE Center specialists develop a framework for the establishment of a system that

supports teachers in using effective and culturally sustaining classroom practices (Tier 1) and building their capacity to provide effective instruction to struggling learners.

- **Early warning systems (to support struggling learners).** PD on early warning systems will provide specialists with a framework for establishment of universal screening, progress monitoring, strengthening classroom-based interventions (Tier 1), and aligning more intensive interventions (Tier 2 and Tier 3 supports) with students' academic needs. It may include a reflection on culturally mismatched or disparate approaches to teaching and learning as well as alignment of all problem-solving teams (i.e., pre-referral teams, student support teams, grade-level teams, peer support teams, instructional support teams child study teams) that support both adults and students in improving teaching and learning.

**Ongoing Professional Development and Learning.** To address issues of professional capacity that might contribute to disparate outcomes for SWDs and ELLs/MLLs, TAP for Equity can provide the following professional development.

- **Examining implicit bias and interrogation of beliefs and assumptions.** PD will center on ways to foster a school climate that attends to race, ethnicity, language, culture, religion, gender, sexuality, dis/ability, and socioeconomic status. Participants will navigate discussions around case studies to determine how they would handle situations that might come up but also how they can proactively foster equity and inclusivity.
- **Data monitoring.** Professional development (PD) on data monitoring will support RPC specialists' capacity to guide district/school leaders in regular monitoring of student-level data. For example, NYU Metro Center's IESC currently employs a Guardians of Equity data-driven problem-solving protocol that can be adapted for specialists to use in the field,

prompting stakeholders' self-reflection as they interrogate culturally biased beliefs, policies, and practices that contribute to low academic outcomes for SWDs and ELLs/MLLs.

- **Distributed leadership.** PD on distributed leadership will support RPC and FACE Center specialists in developing leadership practices that incorporate the perspectives of all school–community stakeholder partnerships, honor leadership skills, and provide opportunities for a variety of staff to develop their leadership capacity. This will also enable regional specialists to support district and school leaders in utilizing a full continuum of services to support the students they serve.

***Deliverable 2.2. Develop and/or Review Materials for the Provision of Professional Development to be Used by RPCs, FACE Centers, and MTSS-I Center to Train Stakeholders (e.g., Families, Educators, Community Providers).***

In addition to the direct professional development with the Partnership, it is important that RPCs, FACE Centers, and the MTSS-I Center have access to high-quality materials and curriculum they can use to augment their practice with stakeholders. In order to build the Partnership's capacity to train its stakeholders, Advised by Dr. Fergus, MBE consultant, on how to address practice and policy concerns that continuously lead to patterns of inequitable outcomes for students, TAP for Equity at NYU Metro Center will implement a train-the-trainer (TTT) model so that the Partnership is well equipped to deliver PD materials with families, educators, and community providers and be available to review and revise PD materials developed by the Partnership that are to be used with stakeholders. The TTT model supports how equity trainings connect to the local context, offering a framework for trainers to use a deeply researched and practiced facilitation guide while also providing space for them to bring their own lived experience and voice into the work. Pre-session coaching includes reviewing the content

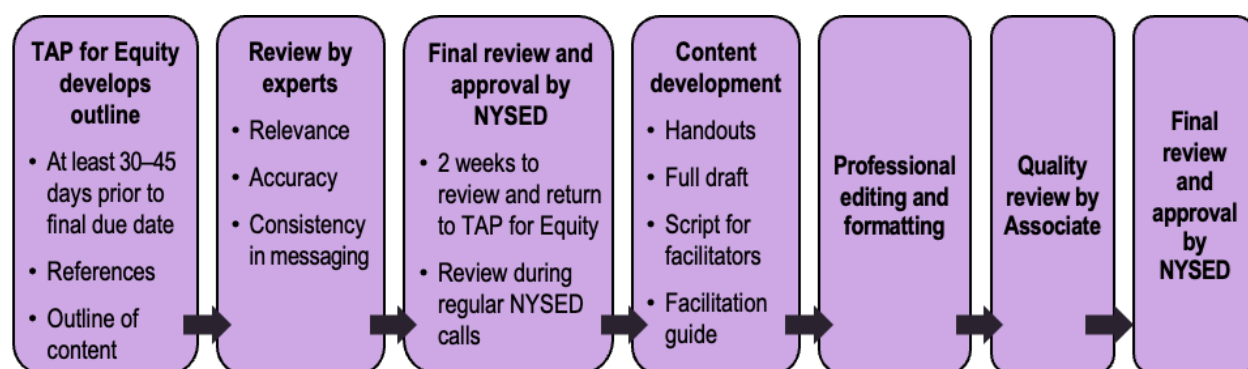
along with facilitator guides. The facilitator guides outline key points and core components that need to be conveyed and highlight, where necessary, common reactions from participants to help prepare the trainers to handle difficult situations and questions that inevitably come up in conversations centered on equity. Using this process will allow RPCs, FACE Centers, and MTSS-I Center to successfully train stakeholders year after year and yield more sustainable capacity building in schools.

***Deliverable 2.3. Develop and Implement an Internal Quality Control Process for all Professional Development Packages and Materials to Undergo Before Submission to NYSED for Review***

TAP for Equity at NYU Metro Center team has developed a quality review process for coaching and training events (Figure 4). This process leverages a time-tested approach to delivering and adapting content based on participant needs. First, TAP for Equity will utilize a Project Associate/Project Coordinator (.25 FTE) (see Key Personnel) to ensure timeliness of tasks, ensure registration and outreach to participants, send reminders, and ensure materials are complete and sent ahead of training or coaching events. During at least one training and coaching per month, one TAP associate will use the High-Quality PD (HQPD) checklist (Gaumer Erickson et al., 2020) to observe and reflect on the training elements. The HQPD is an evidence-based tool that has been used across many federally funded PD projects as a way to ensure fidelity and evaluate training delivery. This process includes: 1) ensuring that content prepares the learner for learning (e.g., provides learning objectives, offers materials in advance when appropriate); 2) making the content relevant to stakeholder context (highlights alignment between the content and participants' organizational standards, goals, or priorities, provides model examples of the content in practice, connected to participants' context); 3) Engaging in

learning (e.g., builds on or relates to participants' prior learning/knowledge, facilitates opportunities for participants to collaborate related to the critical concepts); 4) Reflecting on Learning (facilitates opportunities for participants to reflect on how learning will influence application); and 5) Practicing learning to practice (ensures that participants leave with detailed action steps to apply their learning.). Each training and coaching event will provide an opportunity for participant feedback. The participant feedback evaluation and HQPD checklist will be used to regularly review and revise PD sessions. The aggregated results from these tools will also be shared with NYSED as a tool to monitor progress of the TAP for Equity.

Figure 4. Quality Review Process



***Deliverable 2.4. Post 508-Compliant Professional Development Materials to a Public Website According to Timelines Established by NYSED***

NYU Metro Center already adheres to 508 compliance standards for digital content, ensuring that all information and communication are accessible to individuals with disabilities. NYU adheres to the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.0 Standards. All digital content at NYU Metro Center must comply with these criteria. Additionally, the following process will be in place: 1) Minority and Woman-Owned Business Enterprise (M/WBE) graphic designer M. Joane Pillard will implement 508 compliance standards when they professionalize PowerPoint slide decks, materials (e.g., handouts), and tools

(e.g., will maintain adequate color contrast between text and background to make content legible for individuals with visual impairments; follow Web Content Accessibility Guidelines (WCAG) standards for color contrast, usage of alt-text to all images, charts, graphs, and other non-text content, and providing descriptive alternative text (alt text) that conveys the content and purpose of the element) and 2) a Project Associate will be assigned at 25% to receive the materials from Ms. Pillard (M/WBE graphic designer) and check for quality assurance and 508 compliance. We will work with TAP for Data to ensure all PD materials are put on the public Partnership website in a timely manner as outlined by NYSED deadlines and once approved by NYSED so that all materials can be readily accessed.

***Deliverable 2.5. Annually, in Conjunction with NYSED, Develop and Post at Least Two Recorded Webinars on Foundational Equity Content for Use in Regional Learning Opportunities Offered by RPCs and FACE Centers***

In order to ensure that all regions have access to core content knowledge and understanding, TAP for Equity at NYU Metro Center will collaborate with NYSED to hold at least two recorded webinars each year in response to needs assessment data covering foundational equity content. The recorded webinars will include opportunities for participants to reflect on what they are learning and a follow-up quiz to check for understanding. Sample topics for the webinars might include Foundations in Centering Students with Disabilities in CR-S Practices or Examining how Implicit Bias Impacts Learning Environments.

**Deliverable 3: Coordination with Other TAPs and NYSED**

Collaboration is critical to the success of not only TAP for Equity at NYU Metro Center but NYSED's larger push to ground education in the state in culturally and linguistically responsive practices. The design of TAP for Equity at NYU Metro Center with a direct conduit



to partnering with other TAPs and the MTSS-I Center ensures that equity is not “an initiative” but rather a foundational mindset. Having held the NYSED-funded Technical Assistance Center on Disproportionality (TAC-D) for 15 years, NYU Metro Center continues to foster relationships across the state through the work of Innovations in Equity and Systemic Change (IESC), a sub-unit of NYU Metro Center that currently holds various partnerships with districts and Boards of Cooperative Educational Services (BOCES) across NY state. The TAP for Equity at NYU Metro Center Director plans to utilize this legacy of support and relationship building to further grow the impact across the five TAPs and the MTSS-I Center.

***Deliverable 3.1. Serve as a Member of the State-Level Team***

The TAP for Equity Director or principal investigator must annually attend three 1-day meetings of the State-Level Team in Albany as requested by NYSED. The TAP for Equity at NYU Metro Center Director is prepared to serve as a member of the State-Level Team (SLT) by attending three 1-day meetings to collaborate and support with their expertise in diverse education-related areas, including but not limited to CR-S pedagogy, equity, culturally responsive systems, ELL/MLL SWDs, data, school improvement work, models of professional development, and technical assistance. On an annual basis, the TAP for Equity at NYU Metro Center Director will attend three 1-day meetings in Albany and be ready to be part of committees to support the Partnership. This support will continue to ground and grow an equity mindset within the SLT.

There are NYU Metro Center Associates who will be involved with TAP for Equity at NYU Metro Center work who have experience and expertise in collaborating across the state, specifically with the State Systemic Improvement Plan, attending meetings and offering consultancy as needed.

***Deliverable 3.2. TAP for Equity Director Will Serve as a Member of the Partnership Implementation Team (PIT) And Attend 10 Virtual Half-Day Meetings (Monthly), One 2-Day In-Person Meeting in Albany, and Virtual Workgroups, as Needed***

The TAP for Equity at NYU Metro Center Director is well qualified to provide support, consultancy, and equity leadership as a part of the PIT. During the 10 monthly meetings, one 2-day in-person in Albany, and needed virtual workgroups, the TAP for Equity at NYU Metro Center will bring relevant expertise to support the growth and effectiveness of the PIT. NYU Metro Center and AIR have extensive experience and resources centered on the implementation of equity-based systems. the TAP for Equity at NYU Metro Center will not only have these resources at their disposal, but also has a proven career of implementing systems change work in schools.

***Deliverable 3.3. TAP for Equity Director Will Annually Attend One or More In-Person Coaching Sessions with Each Associate***

For over 40 years, NYU Metro Center has been a leader in equity coaching. the TAP for Equity at NYU Metro Center has experience coaching educators across roles within the school space as well as school and district leaders. NYU Metro Center currently is partnered with dozens of school districts and frequently provides fidelity coaching to superintendents, assistant superintendents, principals, and other school and district leaders. The coaching sessions that the TAP for Equity at NYU Metro Center will attend with each Associate will be couched in a research-based process of offering effective support that ensures personal and systems development.

***Deliverable 3.4. TAP for Equity Director Will Annually Attend One or More Virtual Sessions of a Targeted Skills Group and Regional Learning in Each of the 16 Regional Teams***

NYU Metro Center has operated in regions across New York state, which will provide solid grounding for the TAP for Equity Director to connect virtually with each of the 16 regions for targeted skills and ongoing learning development.

***Deliverable 3.5. The TAP for Equity Director and Associates Will Attend the Annual MTSS-I Virtual Learning Summit***

The TAP for Equity at NYU Metro Center Director will look forward to attending the MTSS-I Virtual Learning Summit as NYU Metro Center recognizes that effective systems of support have to be grounded in culturally responsive education and infused across all three tiers. This will be an excellent opportunity to collaborate and strengthen how MTSS is implemented across the state to support the diverse learning needs of every child.

***Deliverable 3.6. TAP for Equity Director Will Attend One 1-Day Meeting Per Year Hosted by NYSED as Requested by NYSED (e.g., Commissioner's Advisory Panel, Youth Advisory Panel)***

Providing a critical equity perspective for an additional NYSED-hosted event, like the Youth Advisory Panel, fits perfectly in the wheelhouse of the TAP for Equity at NYU Metro Center. Moreover, all TAP for Equity at NYU Metro Center staff members hold a deep belief in collaborating and actively listening to the voices of young people and local communities as central to ongoing equity efforts. TAP for Equity at NYU Metro Center staff members who have not yet been hired will be expected to hold these beliefs as well. These collaborative spaces will be very much welcomed.

***Deliverable 3.7. The TAP for Equity Director Will Participate in Virtual Collaborative Meetings with Other TAP Directors, The MTSS-I Center Director, and NYSED as Needed***

Meeting monthly with other TAP Directors, the MTSS-I Center Director, and NYSED will be imperative to developing and growing effective working relationships and, most importantly, ensuring the positive impact of the Partnership as a whole. NYU Metro Center knows what it means to actively cultivate a brave space of learning among Directors; it is something both organizations pride themselves on and is certainly an area of strength to be used in this collaboration. We envision this will include establishing and cultivating group norms and developing a space that leans into the various equity tensions that arise and do so in support of collective growth among all Directors.

***Deliverable 3.8. The TAP for Equity Director Will Meet with Other TAP Directors at Least Monthly to Discuss Shared Deliverables***

The TAP for Equity at NYU Metro Center Director brings extensive experience working across educational spaces among education leaders to successfully collaborate and effectively move deliverables shared by the TAP Directors. As a former school and district leader, the TAP for Equity at NYU Metro Center is well versed in galvanizing groups to incrementally move toward accomplishing goals within a shared vision.

***Deliverable 3.9. The TAP for Equity Director Will Meet with NYSED at Least Monthly and Provide Data on the Status of TAP for Equity Associates' Coaching to the 16 Regional Teams, Webinars/Hangouts, and Other Deliverables***

Annually, one meeting will occur in person in Albany to review Partnership progress. Effective and ongoing communication with NYSED will ensure that all parties are on the same page. This is work that TAC-D was very familiar with, and NYU Metro Center looks to build on this previous partnership and strengthen the collaboration led by the TAP for Equity at NYU

Metro Center. The annual, in-person meeting will provide a needed platform to reflect on and grow the impact of the Partnership.

#### **Deliverable 4: Developing Expertise**

Fostering expertise involves a continuous learning and teaching cycle that the TAP for Equity at NYU Metro Center Director and Associates will have embedded into their roles. It will be critical that the staff of TAP for Equity at NYU Metro Center are participating in continuous learning, connecting to the growing body of equity research, particularly as it relates to culturally responsive pedagogy and equity-based systems that meet the needs of culturally/racially/linguistically diverse identities.

***Deliverable 4.1. Each TAP for Equity Staff Member May Attend One National Conference Per Year Supported by Project Funds. All Conference Attendance is Subject to NYSED Prior Approval. Content Should be Shared with Other Members of the Partnership and Used for the Development of Materials. Preference Should be Given to Conferences Sponsored by a Federally Funded Technical Assistance Center***

- ***If national conferences are not available, participation in webinars/distance learning related to Partnership content is expected.***
- ***Attendance at statewide meetings, PIT meetings, and Regional Coaching Visits take precedence over conference travel.***

Myriad PD opportunities are offered by federally funded technical assistance centers. TAP for Equity at NYU Metro Center staff members will most certainly take advantage of this network to bolster individual and group learning. One such learning opportunity is the Equity Leaders Institute held by the Midwest and Plains Equity Assistance Center. NYU Metro Center has partnered with Dr. Kathleen King Thorius in the past and appreciates the scholarship and

expertise that comes out of this center. Furthermore, the OSEP Combined Leadership and Project Directors' Conference offers sessions that directly align with the work of TAP for Equity at NYU Metro Center—topics such as how MTSS can support diverse learners and how to center family voices in equity work. AIR currently holds or is in partnership with several of the federally funded technical assistance centers, which will provide a direct connection to multiple PD opportunities.

***Deliverable 4.2. In Consultation with the NYSED, Fund Up to One Subject Matter Expert for Up to 2 Days Per Year as Appropriate to Support the Vision/Mission of the Partnership Via a Webinar***

NYU Metro Center has a long history of leveraging experts in the field to support the learning and development of partners. We frequently hold webinars showcasing the latest research and expertise as they relate to equity, MTSS, culturally responsive education, disability rights, and other topics. There is currently a well-organized and effective protocol for hosting webinars, maintaining a safe space for the sharing of ideas, and increasing the access the wider community has to this critical work. TAP for Equity at NYU Metro Center envisions welcoming to this platform experts like Dr. Alfredo Artiles, who studies the cultural-historical context of racial disparities in special education. Hosting annual subject matter experts like Dr. Artiles will certainly bolster and further support the vision and mission of the Partnership. TAP for Equity at NYU Metro Center will share a prospective list of experts that support the vision/mission of the partnership with NYSED. Once NYSED offers feedback, the Project Director will contact the prospective expert to schedule the webinar and develop an accessible flyer. TAP for Equity at NYU Metro Center would share the webinar information with the Partnership.

***Deliverable 4.3. The TAP For Equity Director and Associates Will Collaborate with the MTSS-I Center Director and Coaches to Ensure the Respective MTSS-I Expertise of Personnel Who Staff Each Unit is Regularly Shared and Fully Integrated, Especially Regarding the Research Base for Effective Implementation and the Applied Lessons Learned From Supporting Districts and Schools in Installing the MTSS-I Framework***

Collaboration between the MTSS-I Center and TAP for Equity at NYU Metro Center will be essential to the systemic impact of the Partnership. The TAP for Equity at NYU Metro Center Director and Associates recognize the importance of sharing and following the expertise of the MTSS-I Center, ensuring that the implementation of effective MTSS is synonymous with the implementation of school- and district-based equity practices and systems. True equity cannot be achieved in school environments without comprehensive, culturally responsive MTSS. NYU Metro Center and AIR have supported districts in their development of culturally responsive MTSS and have facility and understanding of MTSS that will inevitably support the application of lessons learned to schools and districts.

TAP for Equity at NYU Metro Center will collaborate closely with the MTSS-I TAP. MTSS holds promise as a framework for addressing and eliminating overrepresentation of students of color and ELLs/MLLs in special education. Through a continuous process of data-based decision making and implementation of evidence-based practices and interventions, educators can identify and address student academic and behavioral needs before deficits lead to failure. AIR houses the Center on MTSS and has for many years provided direct technical assistance to schools in New York City and in districts across the state. Additionally, AIR partnered with NYSED on the OSEP-funded State Personnel Development Grant (SPDG) in Response to Intervention (RTI) implementation across the state. With this expertise and

collaboration with the MTSS-I Center, TAP for Equity will lead monthly collaborative meetings to align the work, integrate MTSS-I into materials and development, and guide coaching.

MTSS is a systemic approach, making it ideal for addressing systemic inequities in general education and special education. However, MTSS also holds that inequity in special education is a schoolwide issue, therefore MTSS is a whole-school approach. The MTSS framework articulates how schools should collect and analyze data, implement culturally responsive practices, and provide effective professional development and learning opportunities for educators. Particularly, MTSS-I takes a whole-child approach to addressing needs. This perspective incorporates students' academic, social, and behavior needs and acknowledges and celebrates their cultural and linguistic identity. As stated in [Integrating Social and Emotional Learning within a Multi-Tiered System of Supports to Advance Equity: SEL MTSS Toolkit for State and District Leaders](#), when MTSS is integrated to advance equity, systems change occurs that results in a positive climate that addresses inequities and injustice to build student supports. Integrated MTSS also holds as a foundational principal asset-based mindsets, beliefs, and practices (Jackson & Woforth, 2021).

#### **Deliverable 5: Website<sup>1</sup>/Web Resources/Other Media**

***Deliverable 5.1. Under the Direction Of NYSED, TAP for Data Will Have Primary Technical Responsibility for the Design, Development, and Maintenance of a Website to Support the Entire Partnership. The Remaining Taps Will be Responsible for Reviewing and Submitting Relevant Content to NYSED. Website Content Will be Determined in Conjunction with NYSED***

<sup>1</sup> Any webpages hosted, or to be hosted, on NYSED's website(s) will be accessible to people with disabilities in accordance with W3C's Web Content Accessibility Guidelines 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite 1.0 for web content.



Although TAP for Data will have primary technical responsibility for the design, development, and maintenance of a website to support the entire Partnership, TAP for Equity at NYU Metro Center will provide resources including research-based articles/tools, materials, scripted PowerPoints, information on upcoming events within and outside of the Partnership, release of new content/critical documents, pertinent emerging trends, and videos/podcasts as approved by NYSED. TAP for Equity at NYU Metro Center will assign a Project Associate to implement quality control of content. This process will include 1) receiving approval of content from NYSED on web content; 2) coordinating with Ms. Pillard (M/WBE graphic designer) to ensure all materials have edited, formatted, and professionalized accordingly to 508 compliance standards; 3) an assigned Project Associate reviewing for relevancy, accuracy, and consistency in messaging; 4) the same assigned Project Associate reviewing that content complies with 508 compliance standards; and 5) submitting it to the Data Management System.

***Deliverable 5.2. TAP For Equity Will be Responsible for Uploading its Own Professional Development Content into the Data Management System According to NYSED Timelines. All Professional Development Content to be Posted on the Public Partnership Website Must Meet 508 Compliance Standards.***

All NYU and NYU Metro Center Website Materials Are Aligned with 508 Compliance Standards. Since 2017, NYU has implemented programs to meet the Federal standards for digital accessibility and ensure that the university environment is inclusive for all to learn, study, and work. NYU is committed to ensuring that all electronic, IT products, and services are accessible to individuals with disabilities. NYU's Web Content Accessibility Guidelines are in compliance with federal and international standards (WCAG 2.0 AA). All NYU content authors, developers, and webmasters thoroughly prioritize accessibility, particularly as it pertains to websites, web

application interfaces, web page content, PDFs and other documents, as well as video and audio. To that end, all content, materials, tools, reports, PDFs, and videos that exist on the NYU Metro Center website align with the Web Content Accessibility Guidelines.

NYU and NYU Metro Center accessibility standards maintain that

- all content, information, and interfaces on a website must be presented in a way that users can easily perceive, including users with vision, hearing, or cognitive disabilities;
- all navigation and interfaces on a website must be operable for users of all abilities, including those who rely on keyboard-only navigation or assistive technology;
- all information, content, and design in a website should be presented in ways that are readable and understandable for users of all abilities;
- all content on a website should be both accessible to all users by current standards and adaptable to keep pace with future developments in accessibility, such as improved assistive technology.

The following process will assure that all website materials aligns with 508 compliance standards: 1) TAP for Equity at NYU Metro Center will prepare content PowerPoint slide decks, materials (e.g., handouts), and tools; 2) We will share all website materials with Ms. Pillard (M/WBE graphic designer) who will implement 508 compliance standards when she professionalizes PowerPoint slide decks, materials (e.g., handouts), and tools (e.g., will maintain adequate color contrast between text and background to make content legible for individuals with visual impairments; follow Web Content Accessibility Guidelines (WCAG) standards for color contrast, usage of alt-text to all images, charts, graphs, and other non-text content, and providing descriptive alternative text (alt text) that conveys the content and purpose of the element) and 3) a Project Associate will be assigned at 25% to receive the materials from Ms.

Pillard (M/WBE graphic designer) and check for quality assurance and 508 compliance. Prior to uploading the PowerPoint decks, materials and tools, to the Data Management Team, the assigned Project Associate will also coordinate bimonthly meetings with the TAP for Equity at NYU Metro Center team to discuss relevant content, materials, and tools that are needed align with NYSED deadlines and create a calendar of deadlines; (2) the assigned Project Associate will review and approve all professional content, materials, and tools that will be uploaded to the Data Management System once approved by NYSED; and (3) this Project Associate will work closely with NYSED to implement the deadlines laid out by NYSED.

**Name Bidder:** Metropolitan Center for Research on Equity and the Transformation of School

A workplan is completed each year of the project, including the first year in response to the RFP, and must accompany the annual budget. It describes the proposed activities the bidder will engage in to meet the deliverables, a schedule of implementation of those activities, as well as how the program will progress monitor their work.

Deliverables from the RFP have already been included. Bidders should include relevant information in the tables below. Please add/delete rows from the tables as necessary.

### **Deliverable 1: Support Regional Teams**

- 1.1 Provide all members of the RPCs and FACE Centers with a basic understanding of culturally/racially/linguistically responsive education by:
  - Reviewing and/or developing an introductory webinar (recorded and made available as needed), 1.5 hours in length.
- 1.2 Annually, plan, develop and deliver webinars and hangouts tailored to specific Specialist groups or open to the whole Partnership, as appropriate to the content.
  - The TAP for Equity will be primarily responsible for a minimum of seven webinars and seven hangouts each year. The specific content and targeted Specialist groups for each webinar will be decided in conjunction with NYSED.
  - Secondary support for other webinars will be provided, as well (e.g., providing information to enhance another TAP’s webinar); frequency and need will be determined in conjunction with the remaining TAPs, the MTSS-I Center and NYSED.
  - Annually, together with the four other TAPs (Data, Transition, Academics, and Behavior), provide up to 20 hours of professional development for new RPC and FACE Center members upon hire. A needs assessment will be created and/or updated in coordination with the TAP for Data that will assist in determining the amount of support each new RPC and FACE Center member will receive.
- 1.3 Coaching will be provided to individual and small groups of RPC and FACE Center personnel and will be based on needs assessment data, the foci of specialists’ workloads and collaboration with Systems Change Facilitators (“SCFs”), FACE Center Professional Development Specialists (“PDSs”) and NYSED to each of the 16 Regional Teams.

- Collectively, TAP for Equity Associates annually will provide each of the 16 Regional Teams with 12 days of data-based coaching, 8 in-person and 4 remotely.
- At least one in-person coaching session will occur in each region each quarter of each contract year.
- All scheduled coaching activities will be entered into an online calendar for planning purposes and documented in quarterly status reports.
- TAP for Equity Associates will provide regional specialists and FACE Center staff with additional technical assistance and consultation through email, web meetings and/or phone calls, as needed.

- 1.4 TAP for Equity Associates will participate in a minimum of monthly virtual Regional Level Team (“RLT”) meetings with each of their assigned regions to provide technical assistance regarding the development and implementation of Support Plans, Targeted Skills Groups and Regional Learnings.
- 1.5 TAP for Equity Associates will work collaboratively with SCFs and FACE Center PDSs during the development of new Support Plans and revision of existing Support Plans. Associates’ input and recommendations that occur during this collaboration will be documented.
- 1.6 TAP for Equity will plan and facilitate one day of the October Statewide meeting, in collaboration with OSE; providing professional development as proposed by the TAP Directors or as requested by NYSED.
- 1.7 TAP for Equity will attend one day, in-person of the April Statewide meeting and provide professional development and/or updates as proposed by the TAP Directors or as requested by NYSED.

Specific activities to meet deliverable	Schedule of implementation	Progress monitoring activities
Deliverable 1.1		
<i>Project Director and Associates</i> will plan introductory webinar on culturally/racially/linguistically responsive education, including discuss organizing of content of the webinar, develop	February 2024	Review: Post-Planning meeting notes Materials

PowerPoint, and prepare necessary tools to share		
<i>Project Director and Associates</i> will record introductory webinar on culturally/racially/linguistically responsive education	March 2024	Completed webinar Availability of webinar and the ppt presentation on NYSED TAP for Data Website  Online survey assessing utility of webinar
Deliverable 1.2		
<i>Project Director and Associates</i> with support from the TAP for Equity and NYSED will conduct a needs assessment with various specialist groups to identify the focus topics of webinars of the 7 webinars	April 2024	Collect and review needs assessment data
<i>Project Director</i> will coordinate with the Partnership Implementation Team (PIT) to identify 7 dates for the webinars	April 2024	Flyer with topics and dates
<i>Associates</i> will deliver 7 webinars based on needs assessment data analysis	September 2024	Completed webinars Availability of webinar and the ppt presentation on NYSED TAP for Data Website  Online survey assessing utility of webinar
<i>Associates will support other TAPs to implement webinars (as needed)</i>	October 2024	Post-meeting planning notes
Develop communication and collaboration protocols between TAP Data, Transition, Behavior, and Academics among Project Directors	March 2024	Protocols Post-meeting notes
TAP for Data will work with other TAPs to complete an needs assessment with 16 Regional Partnership Centers' Systems Change Facilitators and 14 Early Childhood Family and Community	March 2024	Collect and Review Needs Assessment Data

Engagement (FACE) to identify focus and length of coaching for new RPC and FACE members upon hire		
TAP for Equity team will jointly plan and implement tailored professional development with TAP Data, Transition, Behavior, and Academics	October 2024	<p>Collect and review project training records, artifacts, and notes including:</p> <ul style="list-style-type: none"> <li>o Resource materials (e.g. PowerPoint slides, strategies, toolkits, and best practices)</li> <li>o Meeting agendas, sign-sheets, post-training notes</li> </ul> <p>· Collect and review measures of program satisfaction:</p> <ul style="list-style-type: none"> <li>o Post-training evaluations from each session</li> </ul>
Deliverable 1.3		
Develop communication and collaboration protocols between Systems Change Facilitators, FACE, Center Professional Development Specialists and NYSED	February 2024	<p>Protocols</p> <p>Post-meeting notes</p>
<i>Project director and associates</i> in collaboration with Systems Change Facilitators (SCF), FACE, Center Professional Development Specialists (PDSs) and NYSED review needs assessment data and foci of specialists' workloads to determine individual and small group coaching needs of 16 Regional Teams	March 2024	<p>Collect and Review Needs Assessment Data</p> <p>Post-meeting notes</p> <p>Coaching scope and sequence</p>
<i>Project Director</i> will coordinate with SCF, PDSs, FACE and NYSED to schedule coaching activities and enter them in online calendar	March 2024	<p>Online calendar with topics and dates</p> <p>Flyer with topics and dates</p> <p>Posted on the NYSED Partnership website</p>

TAP for Equity team will provide each regional team plan 12 days of data-based coaching, 8 in-person and 4 remotely with minimum of one-coaching session in each region each quarter	December 2024	Fidelity coaching rubric Post-training notes Facilitation agendas Resource materials Online feedback survey
TAP for Equity provide regional specialists and FACE Center staff with additional technical assistance and consultation through email, web meetings and/or phone calls as need	Ongoing February 2024-December 2024	Post-training notes Meeting agendas Resource materials
Deliverable 1.4		
TAP for Equity plan monthly virtual Regional Level Team (“RLT”) meetings with assigned regions	Ongoing January 2024-December 2024	Facilitation agendas Training materials Resource materials
TAP for Equity will facilitate RLT meetings to support development and implementation of Support Plans, Targeted Skills Groups and Regional Learnings	February 2024-December 2024	Meeting agendas Resource materials Post-meeting notes
Deliverable 1.5		
Develop collaborative protocols for developing new and revising existing Support Plans and documenting input and recommendations from Associates	February 2024	Protocols Post-meeting notes
TAP for Equity works collaboratively with SCFs and FACE Center PDSs to develop new and revise existing Support Plans	February 2024-December 2024	Meeting agendas New/revised Support Plans Post-meeting notes
Deliverable 1.6		
TAP for Equity will collaboratively plan with OSE to facilitate one day of October Statewide meeting in collaboration with OSE to provide professional development to the Partnership	May 2024	Facilitation agendas Training materials Resource materials



TAP for Equity will facilitate professional development for one day of October Statewide meeting	October 2024	Meeting agendas Post-training notes Resource materials Online post-training survey
<b>Deliverable 1.7</b>		
TAP for Equity will develop professional development for the Partnership and prepare updates for one day of the April Statewide meeting	February 2024	Facilitation agendas Training materials Resource materials
TAP for Equity will attend, facilitate professional development and provide updates at the April Statewide meeting	April 2024	Sign-in with NYSED as record of participation completed Meeting agendas Post-training notes Resource materials Online post-training survey

## **Deliverable 2: Material and Curriculum Development**

Develop and/or review materials and revise as necessary. Materials will include information for learners at the beginner, intermediate, and advanced levels. As appropriate to the content, the materials may consist of full training packages (such as slide decks, handouts, webcasts/other multi-media) or core messages presented in alternative formats (such as infographics, flip charts, webcasts/other multi-media). NYSED will have final approval of materials and curricula.

- 2.1 Develop and/or review materials for the provision of professional development to the RPCs, FACE Centers and MTSS-I Center.
- 2.2 Develop and/or review materials for the provision of professional development to be used by RPCs, FACE Centers and MTSS-I Center to train stakeholders (families, educators, community providers, etc.).
- 2.3 Develop and implement an internal quality-control process for all professional development packages and materials to undergo before submission to NYSED for review.

2.4 Post 508-compliant professional development materials to a public website within timelines established by NYSED.

2.5 Annually, in conjunction with NYSED, develop and post a minimum of two recorded webinars on foundational equity content for use in regional learning opportunities offered by the RPCs and FACE Centers.

Specific activities to meet deliverable	Schedule of implementation	Progress monitoring activities
Deliverable 2.1		
TAP for Equity team with consultation from other TAP Associates will update Culturally Responsive Curriculum and tools to reflect the Culturally Responsive Sustaining Education Framework for professional development of the RPCs, FACE Centers and MTSS-I Center	March 2024	Revised Curriculum Scope and Sequence of Culturally Responsive and tools
<i>One Senior Associate</i> with consultation from other TAP for Equity team will align the existing Blueprint for Improved Outcomes for Students with Disabilities and Culturally Responsive Sustaining Education Framework for professional development of the RPCs, FACE Centers, and MTSS-I Center	May 2024	Professional Development Curriculum Scope and Sequence Materials (e.g., briefs, ppt, webinars, tools)
Deliverable 2.2		
TAP for Equity will develop protocols for developing and reviewing materials for provisions of professional development to be used by RPCs, FACE Centers, and MTSS-I Center to train stakeholders	March 2024	Protocols Meeting notes Training materials Resource materials
TAP for Equity will train RPCs, FACE, and MTSS-I staff on using the protocol for	April 2024	Post-training notes Survey assessing utility of protocols and training

developing and reviewing professional development materials		
Deliverable 2.3		
TAP for Equity will develop an internal quality-control process for professional development packages and materials to be enacted prior to NYSED review	January 2024	Quality control policy, procedure and guideline materials
TAP for Equity will implement quality control process and train [leads on developing PD materials] on how to navigate the process with integrity and in coordination with other project timelines	Ongoing March 2024-December 2024	Quality-control training materials and ppt Survey assessing utility of training
Deliverable 2.4		
TAP for Equity will post 508-compliant professional materials to NYSED public website within timelines established by NYSED	Ongoing April 2024-December 2024	508-compliant professional materials posted within timelines
Deliverable 2.5		
TAP for Equity will plan at least two webinars on foundational equity as part of regional learning opportunities	March 2024	Review: Post-Planning meeting notes Materials
TAP for Equity will record webinars on foundational equity and post to NYSED TAP for Data website	April 2024	Completed webinars Availability of webinar and the ppt presentation on TAP-Data Website  Number of times webinar is viewed Online survey assessing utility of webinar

### Deliverable 3: Coordination with other TAPs and NYSED

- 3.1 Serve as a member of the State Level Team. The TAP Director or Principal Investigator must annually attend 3 one-day meetings of the State Level Team in Albany as requested by NYSED.

- 3.2 TAP for Equity Director will serve as a member of the Partnership Implementation Team (PIT) and attend:
- 10 virtual half-day meetings; (monthly)
  - one two-day in-person meeting in Albany; and
  - virtual workgroups; as needed.
- 3.3 TAP for Equity Director will annually attend one or more in-person coaching session(s) with each Associate.
- 3.4 TAP for Equity Director will annually attend one or more virtual sessions of a targeted skills group and regional learning in each of the 16 Regional Teams.
- 3.5 The TAP for Equity Director and Associates will attend the annual MTSS-I Virtual Learning Summit.
- 3.6 Attend one, one-day meeting per year hosted by NYSED as requested by NYSED (for example, Commissioner’s Advisory Panel, Youth Advisory Panel, etc.).
- 3.7 The TAP for Equity Director will participate in virtual collaborative meetings with other TAP Directors, the MTSS-I Center Director, and NYSED as needed.
- 3.8 The TAP for Equity Director will meet with other TAP Directors at least monthly to discuss shared deliverables.
- 3.9 The TAP for Equity Director will meet with NYSED minimally monthly and provide data regarding the status of the TAP for Equity Associates’ coaching to the 16 Regional Teams, webinars/hangouts and other deliverables. Annually, one meeting will occur in-person in Albany to review Partnership progress.

Specific activities to meet deliverable	Schedule of implementation	Progress monitoring activities
Deliverable 3.1		
<i>Project Director</i> will participate in all State Level Team (SLT) gatherings in Albany as requested by NYSED	Ongoing January 2024-December 2024	Sign-in NYSED as record of participation completed <ul style="list-style-type: none"> <li>• Collect and review notes and artifacts:</li> </ul>

		<ul style="list-style-type: none"> <li>o Meeting agendas, post-meeting notes</li> <li>● Copies of materials distributed during the meetings</li> </ul>
Deliverable 3.2		
<i>Project Director</i> will participate in all Partnership Implementation Team (PIT) gatherings in Albany and virtual meetings as requested by NYSED	Ongoing January 2024-December 2024	Sign-in with NYSED as record of participation completed <ul style="list-style-type: none"> <li>● Collect and review notes and artifacts:               <ul style="list-style-type: none"> <li>o Meeting agendas, post-meeting notes</li> </ul> </li> <li>● Copies of materials distributed during the meetings</li> </ul>
Deliverable 3.3		
TAP for Equity Director will annually attend one or more in-person coaching session(s) with each Associate.	Ongoing March 2024-December 2024	Sign-in from region as record of participation completed <ul style="list-style-type: none"> <li>● Collect and review notes and artifacts:               <ul style="list-style-type: none"> <li>o Meeting agendas, post-meeting notes</li> </ul> </li> <li>● Copies of materials distributed during the meetings</li> </ul>
Deliverable 3.4		
TAP for Equity Director will annually attend one or more virtual sessions of a targeted skills group and regional learning in each of the 16 Regional Teams.	Ongoing January 2024-December 2024	Sign-in from region as record of participation completed <ul style="list-style-type: none"> <li>● Collect and review notes and artifacts:               <ul style="list-style-type: none"> <li>o Meeting agendas, post-meeting notes</li> </ul> </li> <li>● Copies of materials distributed during the meetings</li> </ul>
Deliverable 3.5		
TAP for Equity Director and Associates will attend the annual MTSS-I Virtual Learning Summit.	By December 2024	Sign-in with MTSS-I center as record of participation completed <ul style="list-style-type: none"> <li>● Collect and review notes and artifacts:               <ul style="list-style-type: none"> <li>o Meeting agendas, post-meeting notes</li> </ul> </li> <li>● Copies of materials distributed during the meetings</li> </ul>
Deliverable 3.6		

TAP for Equity will attend one, one-day meeting per year hosted by NYSED as requested by NYSED (for example, Commissioner's Advisory Panel, Youth Advisory Panel, etc.).	By December 2024	Sign-in with NYSED as record of participation completed <ul style="list-style-type: none"> <li>• Collect and review notes and artifacts: <ul style="list-style-type: none"> <li>o Meeting agendas, post-meeting notes</li> </ul> </li> <li>• Copies of materials distributed during the meetings</li> </ul>
Deliverable 3.7		
The TAP for Equity Director will participate in virtual collaborative meetings with other TAP Directors, the MTSS-I Center Director, and NYSED as needed.	Ongoing January 2024-December 2024	Sign-in with region as record of participation completed <ul style="list-style-type: none"> <li>• Collect and review notes and artifacts: <ul style="list-style-type: none"> <li>o Meeting agendas, post-meeting notes</li> </ul> </li> <li>• Copies of materials distributed during the meetings</li> </ul>
Deliverable 3.8		
TAP for Equity Director will meet with other TAP Directors at least monthly to discuss shared deliverables.	Ongoing January 2024-December 2024	Meeting agendas Post-Planning meeting notes Materials
Deliverable 3.9		
TAP for Equity Director will meet with NYSED minimally monthly and provide data regarding the status of the TAP for Equity Associates' coaching to the 16 Regional Teams, webinars/hangouts and other deliverables. Annually, one meeting will occur in-person in Albany to review Partnership progress.	Ongoing January 2024-December 2024	Sign-in with NYSED as record of participation completed  Monthly summary notes submitted to NYSED containing progress data on coaching, webinars/hangouts, and overall partnership progress.

## Deliverable 4: Developing Expertise

- 4.1 Each TAP for Equity staff member may attend one national conference per year supported by project funds. All conference attendance is subject to NYSED prior approval. Content should be shared with other members of the Partnership and used for

the development of materials. Preference should be given to those conferences sponsored by a [federally funded technical assistance center](#).

- If national conferences are not available, participation in webinars/distance learning related to Partnership content is expected.
- Attendance at Statewide meetings, PIT meetings, and Regional Coaching Visits take precedence over conference travel.

4.2 In consultation with the NYSED, fund up to one subject matter expert for up to two days per year as appropriate to support the vision/mission of the Partnership via a webinar.

4.3 TAP for Equity Director and Associates will collaborate with the MTSS-I Center Director and Coaches to ensure the respective MTSS-I expertise of personnel who staff each unit is regularly shared and fully integrated, especially regarding the research base for effective implementation and the applied lessons learned from supporting districts and schools to install the MTSS-I Framework.

Specific activities to meet deliverable	Schedule of implementation	Progress monitoring activities
Deliverable 4.1		
<i>Project Director and Associates</i> will identify national federally funded technical assistance center conferences that will build expertise/capacity in specific focus areas	March 2024	Federally funded TA Center conferences will be researched, documented, and submitted for approval.
<i>Project Director and Associates</i> will attend federally funded technical assistance center conferences	September 2024	Conference materials will be distributed to all members.
<i>Project Director and Associates</i> will discuss learnings from conference and identify potential updates to curriculum/materials	September 2024	Meeting notes will be available detailing potential updates.
Deliverable 4.2		
<i>Project Director and Associates</i> will identify potential subject matter experts to	April 2024	Subject matter experts will be researched, documented, and submitted for approval.

offer training via webinar, to the TAP-Equity and consult with the PIT for approval; the selected subject matter expert will provide training to TAP-Equity twice per year.		
<i>Project Director and Associates</i> will plan and implement two webinars where the approved subject matter expert will provide insight and support the vision/mission of the Partnership	October 2024	Collection and review of artifacts such as: training agenda and notes.  Copies of materials distributed during the training will be available.
Deliverable 4.3		
<i>Project Director and Associates</i> will collaborate and meet regularly with the MTSS-I Center Director and Coaches to ensure expertise continues to be shared and fully integrated.	Ongoing January 2024-December 2024	Meeting agendas and notes.  Review and effective implementation of lessons learned

### Deliverable 5: Website/Web Resources/Other Media

- 5.1 Under the direction of NYSED the TAP for Data will have primary technical responsibility for the design, development, and maintenance of a website to support the entire Partnership, the remaining TAPs will be responsible for reviewing and submitting relevant content to NYSED. Website content will be determined in conjunction with NYSED.
- 5.2 TAP for Equity will be responsible for uploading their own professional development content into the Data Management System in accordance with NYSED timelines. All professional development content to be posted on the public Partnership website must meet 508 compliance standards.

Specific activities to meet deliverable	Schedule of implementation	Progress monitoring activities
Deliverable 5.1		



<i>Project Director</i> will participate in all Partnership Implementation Team conversations related to identifying website content needs from the TAP-Equity, including communication about how to document success stories/promising practices across NYSED	Ongoing January 2024-December 2024	Collection and review notes and artifacts such as meeting agendas and notes.  Copies of materials distributed during the meetings
<i>Associates</i> will collaboratively curate resources (articles/tools) and write featured items (in conjunction with NYSED) to be submitted to the TAP for Data for website posting	Ongoing January 2024-December 2024	Number of resources and written items submitted for website posting
<i>Associates</i> will prepare informational materials (e.g. podcasts, videos, text) to highlight success stories/promising practices (in conjunction with NYSED)		Number of podcasts/videos/text items produced
Deliverable 5.2		
<i>Associates</i> will upload professional development content according to NYSED timelines. All content will be reviewed prior to ensuring it meets 508 compliance standards.		Number of professional development content submissions meeting 508 compliance standards

## **Organizational Capacity**

### **Overview**

NYU Metro Center has developed national expertise in supporting state and local education agencies in considering the impact of race, power, and privilege in the lives and learning trajectories of students. Our capacity to deliver support and services to school districts, community organizations, and community members is borne out of our established track record of intensive experience in creating spaces for diverse perspectives to be leveraged. This includes our close collaborations with young people, families, community advocacy organizations, and other stakeholders committed to the goals of self-determination, independence, autonomy, and sovereignty for vulnerable people. Our reach is broad and deep—during the 2021–22 academic year, NYU Metro Center supported 10,119 students, 4,249 parents, 6,367 teachers, and 3,434 education leaders through our programs and more than a thousand professional learning opportunities, presentations, and events. In Appendix D we have included letters of support from partners with whom we have active relationships and who are committed to supporting TAP for Equity at NYU Metro Center in various capacities.

NYU Metro Center functions through the collaborative and synergistic efforts of sub-units that provide technical assistance, professional development, coaching, consultation, evaluation, applied research services, and mentorship to a wide range of constituents. This includes state education agencies, school districts, schools, administrators, educators, community members, families, youth, and technical assistance providers building robust and equitable environments that foster student success. NYU Metro Center’s work falls into five categories: (1) technical assistance to state education agencies, districts, and schools; (2) professional learning to teachers, leaders, and parents; (3) applied research and evaluation of district and school

programs; (4) scholarly research conducted by NYU Metro Center researchers and NYU faculty affiliates; and (5) youth development programs including college readiness, youth-led advocacy and organizing, and youth participatory action research. NYU Metro Center has a history of providing assistance and mobilizing resources to address a variety of issues related to educational inequity, segregation, disproportionality, bilingual education, discrimination of all kinds, and social injustice. NYU Metro Center has a long-standing history of providing training and technical assistance to district staff to support their implementation of work to promote equitable outcomes for students in the districts they serve.

The blended NYU Metro Center team leading this project consists of the following:

- The Center for Strategic Solutions (CSS) at NYU Metro Center works to enhance the capacity of schools, districts, and other agencies through the co-construction of policies and practices designed to both meet the specific learning needs of students and respond to environmental challenges that impact child development and student achievement. CSS provides training for New York City Public School district staff to support the implementation of CR-S in schools and coaching to school leaders all across New York City to increase their fidelity to the implementation of CR-S protocols with their school-based equity teams.
- Innovations in Equity and Systemic Change (IESC), formerly TAC-D, at NYU Metro Center provides professional development, technical assistance, and consultancy to education institutions and partners in general and special education with a mission to disrupt, dismantle, and eliminate disproportionality by building educators' capacity to implement culturally responsive-sustainable equity-based systems that meet the needs of every student and family. IESC has developed and implemented a co-facilitation/

coaching model with districts to build their capacity in leading and executing CR-S trainings that reflects a train-the-trainer process and implements multiyear, data-focused technical assistance plans with districts and regions all over New York State including Rondout Valley Central School District, Syracuse City School District, Monroe 2-Orleans Boces districts, amongst others.

- Our subcontractual collaborator, AIR, brings complementary expertise and experience to the proposed project, including its experience overseeing the following relevant national centers:

[Center on Multi-Tiered System of Supports](#) (2007-Present). To support implementation of MTSS, AIR hosts the MTSS Center ([www.MTSS4Success.org](http://www.MTSS4Success.org)), which evolved from the National Center on Response to Intervention. Since 2007, AIR has provided comprehensive, ongoing MTSS professional learning opportunities to hundreds of school districts in nearly 40 states. The Center on MTSS strives to support educators in implementing tiered support systems that address students' academic, behavioral, social, and emotional needs.

[National Center on Intensive Intervention](#) (NCII; 2011–2026). The National Center on Intensive Intervention ([www.intensiveintervention.org](http://www.intensiveintervention.org)) is an OSEP-funded technical assistance center whose mission is to build school, district, state, and university capacity to support implementation of data-based individualization in reading, mathematics, and behavior for students with severe and persistent learning or behavioral needs. To accomplish this mission, NCII operates technical review committees to help stakeholders identify evidence-based interventions and assessments; provides universal, targeted, and intensive implementation support to schools, districts, and states; collaborates with institutions of higher education to

embed intensive intervention into coursework; and conducts summative and formative evaluations using rigorous methods to test the progress and impact of project efforts.

[PROGRESS Center \(2019–2024\)](#). AIR, together with its partners, operates the Promoting Rigorous Outcomes and Growth by Redesigning Educational Services for Students with Disabilities (PROGRESS) Center funded by OSEP. This Center represents an important opportunity for the U.S. Department of Education to support local educators in developing and implementing high-quality educational programs that enable SWDs to make progress and meet challenging goals, consistent with the 2017 *Endrew F. v. Douglas County School District* decision by the U.S. Supreme Court. The AIR project team brings together experts with decades of experience in supporting SWDs through research, practice, policy, and technical assistance to increase knowledge about the components of high-quality special education programs and barriers to implementation; increase understanding and awareness among general and special educators, leaders, related service providers, and families of IEPs as a critical and valuable resource for ensuring that SWDs are held to high expectations and are adequately supported to achieve them; increase access to and use of evidence-based practices and resources that emerge from the Center and our collaborative partnerships; and increase capacity of local education agencies, charter management organizations, and private and public schools to develop and implement high-quality educational programs for SWDs in kindergarten through transition age.

[The Center for English Learners at AIR \(2015 – present\)](#). The Center for ELs at AIR is committed to reducing the achievement gap and improving outcomes for language learners by connecting rigorous research to policy and practice. Rigorous academic standards set high benchmarks for all students, including ELs, to be college and career ready. ELs must acquire content knowledge in English and, at the same time, acquire English as an additional language—

all while being held to the same graduation requirements and accountability standards as their English-proficient peers. AIR's EL specialists help educators at the district and school levels provide high-quality, standards-aligned instruction to ELs.

### **Management of Projects Similar in Scope and Size**

For more than twenty years, NYU Metro Center has managed projects of similar scope and size as the NYSED TAP for Equity. For example, from 1999 to 2005, NYU Metro Center coordinated a \$1.4 million study of the federal GEAR UP Program in Harlem that served 451 students and worked with New York City Region 9, the College Board, and Junior Achievement. NYU Metro Center also collaborated on a \$2.9 million, 5-year contract (2004–2008) with NYSED's Office of Vocational and Educational Services for Individuals with Disabilities to provide technical assistance and research on issues of race, gender, and national origin in school district in New York, New Jersey, Puerto Rico, and the U.S. Virgin Islands. NYU Metro Center also conducts various district-wide evaluations and provides evidence-based professional development support throughout NYC in collaboration with a variety of organizations that serve vulnerable youth.

In addition, for 15 years (2004–2019), NYU Metro Center held the contract for **NYSED's Technical Assistance Center on Disproportionality (TAC-D)**. TAC-D provided a tiered service delivery model to districts across New York State that received a citation or were at risk of receiving a citation of disproportionality by race/ethnicity. TAC-D assisted districts in developing and implementing customized evidence-based practices that address the root causes of disproportionate outcomes. TAC-D offered long-term support to 75 districts and short-term support to 70 additional districts in New York State in reviewing and shifting beliefs, policies, procedures, and practices to build and sustain systemic educational equity. Many districts across

the state that worked with TAC-D were removed from the citation list for classification rates and exclusionary practices for SWDs. TAC-D developed and regularly updated its core professional development curriculum, editing its research-based content to be delivered to stakeholder groups with varying levels of fluency in key topics around disproportionality and culturally responsive education, with NYSED approval, including official language and topics central to NYSED's priorities. TAC-D Associates also collaborated with state and regional partners to develop the MTSS model for the New York State Systemic Improvement Plan. Furthermore, TAC-D participated in technical assistance network meetings under NYSED OSE, which provided insight into how statewide meetings can be designed to facilitate capacity building and strengthen overall technical assistance.

Lastly, **the NYS Statewide Language Regional Bilingual Education Resource Network (RBERN)** has been operating at NYU Metro Center since 2003, formerly known as the Chinese Language Bilingual Education Technical Assistance Center (BETAC) and Spanish BETAC. The Statewide Language RBERN provides technical assistance, professional development, and resource materials to educators, leaders, and parents to support the academic achievement of ELLs. The Statewide Language RBERN established and maintains the NYS ELL Parent Hotline (<https://steinhardt.nyu.edu/metrocenter/language-rbern/parent-hotline>), where parents can inquire via phone or email in multiple languages about the rights of their ELL/MLL child or file complaints of harassment and/or discrimination based on New York State's Dignity for All Students Act. As a result of the work of the Statewide Language RBERN, non-English-speaking parents and families have a better understanding of their rights and the rights of their ELL children and how to advocate for them. Teachers (both teachers of ELLs and content areas)

are better equipped with a variety of scaffolding skills that enable ELLs to access subject area content and achieve English language proficiency.

### **Experience and Expertise in Developing Materials for and Providing Professional Development**

For over 40 years, NYU Metro Center has developed materials, including content-based slide decks, handouts, tools, and videos, that are responsive to various stakeholders. NYU Metro Center believes in the importance of customizing materials and professional learnings to be responsive to local communities and their context and to translate evidence-based research into practice. NYU Metro Center's expertise includes equity, building equity-based systems, CR-S education, parent/caregiver-family-community engagement and organizing, teacher instruction training and coaching to support students with autism, bilingual special education, and other areas.

For example, IESC customizes its professional learning resources to engage the local community and context and to progressively guide district and school educators in developing knowledge competency to capacity. IESC has a robust 6-day CR-S training series that moves participants from examining beliefs and becoming a critical self-reflecting educator to developing sustainable CR-S practices. This series of trainings leads to forming district/school teams to build CR-S practice capacity, and our CR-S in Action supports the implementation of school-based CR-S action research through a curated CR-S in Action Working Group.

Relatedly, CSS's process for developing professional learning and technical assistance content begins with an assessment of our partners' needs and assets. CSS has a core curriculum but the CSS service delivery model is that it is tailored to the specific needs of our individual partners but drives towards the same impact: (1) every student has the access to upward mobility,

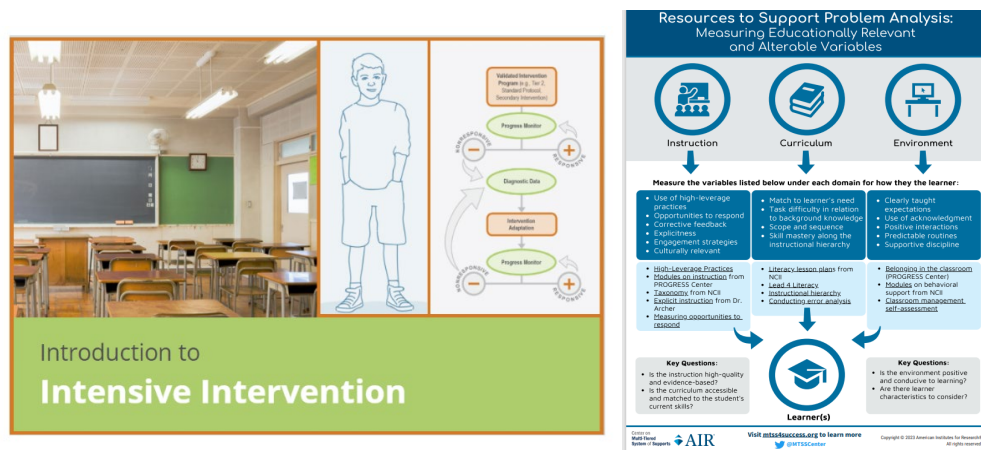


(2) every student is healthy and has the tools they need to live full lives and attain success as defined by them, and (3) Every student has the agency and self-efficacy needed to successfully navigate the world.

Additionally, NYU Metro Center's Education Justice Research and Organizing Collaborative developed a culturally responsive hub (<https://crehub.org/>) that has various resources for multiple stakeholders on CR-S education.

For decades AIR has housed federally funded technical assistance centers. Through these Centers and state-level work, they have developed high-quality products including professional development content, coaching and fidelity, and evaluation tools and resources. AIR has provided professional development in special education for decades; their most recent products can be viewed at [www.intensiveintervention.org](http://www.intensiveintervention.org), [www.mtss4success.org](http://www.mtss4success.org), [www.progressk12.org](http://www.progressk12.org) and [The Center for English Learners \(ELs\) at AIR](#). An example of recent AIR products is also provided in Figure 5. AIR's professional development on intensive intervention is self-paced, adapted for each consumer—coaches, trainers, educators, higher education faculty—and incorporates adult learning principles, handouts, fidelity tools, and reflection and application opportunities. AIR's content has been through multiple levels of review and vetting by senior-level content experts as well as professional editing and formatting.

Figure 5. Recent AIR Products (Source: Center on MTSS (2023); NCII (2023)).



AIR’s organizational experience and resources will benefit TAP for Equity in our blended team approach by combining the team’s expertise with AIR’s history of successfully managing large projects and bridging research to solve complex social problems through technical assistance and professional development. Table 3 provides a sampling of AIR’s current and prior U.S. Department of Education–funded technical assistance centers.

Table 3. Sample of Current and Prior Centers

Center	Purpose	Funding Years
<a href="#">NCII</a> (1, 2, and 3)	Technical assistance (TA) to build state education agency (SEA) and local education agency (LEA) capacity to implement intensive intervention	2011–present
<a href="#">PROGRESS Center</a>	TA to build LEA capacity for development and implementation of high-quality IEPs	2019–2024
<a href="#">Center on Great Teachers and Leaders</a>	TA in evidence-based practices to support educator effectiveness	2012–present
<a href="#">Center on Multi-Tiered System of Supports</a>	TA to build SEA capacity to support LEA implementation of RTI/MTSS	2007–present
<a href="#">National Center on Student Progress Monitoring</a>	TA to SEAs and LEAs on K–5 progress monitoring practices	2003–2008

AIR also has extensive experience providing professional learning, coaching, and support to schools and districts in New York. Specifically, AIR has led schools in NYC in MTSS technical assistance since 2014, including

- NYSED RTI technical assistance and coaching in New York City schools (2014-2018)
- MTSS in the Bronx (2019-2020)
- MTSS for Equity in Staten Island (2020-2021)
- MTSS for Equity in Math with NYC DOE (2021-2023)
- Data-based individualization in NYC (2022-2023)
- MTSS strategic planning CUNY/UA District (2023)

### **Experience and Expertise in Building the Capacity of Schools, Districts, and Other Stakeholders to Implement Culturally Responsive Equity-Based Systems**

NYU and AIR both have extensive expertise in building stakeholder capacity for systems change and implementing culturally responsive equity-based systems. Each of NYU Metro Center's technical assistance units is needs based and collaboratively designed to be student centered and data informed. Thus, NYU Metro Center's investments for leveraging, generating, and redistributing resources are rooted in decades of educational equity research (Fergus, 2016; Gregory et al., 2010). The assumptions and theories informing the approaches are rooted in scholarship that examines the structures and systemic operations of schools and districts, across school communities and within communities surrounding schools (Darling Hammond, 2004; Losen & Orfield, 2002). This scholarship suggests that inequities in education are largely fueled by structural biases (e.g., implicit, explicit) and thus reified in schools and classrooms through policies, beliefs, and practices (Gay, 2000; Ladson-Billings, 1995). These inequities also promote systemic denials of opportunity for students to learn through insufficient exposure to high-quality academic provisions that support effective learning, reduce the schooling outcomes of poor students of color, and reinforce corrosive patterns of racial inequity (Donovan & Cross,

2002; Harry & Klingner, 2006; Morris, 2016). Ladson-Billings (1995) and Skiba et al. (2002) suggest that to confront and reduce the influences of structural inequities on student outcomes, high-level equity-focused technical assistance should examine the ecologies of schooling beyond district-level policy to teacher beliefs and locate and confront implicit and explicit operational biases.

For more than four decades, NYU Metro Center has partnered with schools, districts, and state education departments throughout the United States using effective systems design, which consists of principles that aim to shift teacher perceptions to ultimately transform policies and practices that support learning. In this capacity, NYU Metro Center has worked effectively to help build positive school climates, supporting the full intersectional range of students' races, cultures, languages, socioeconomic statuses, abilities, genders, gender identities, sexualities, and religions.

For instance, TAC-D utilized its tools and expertise to assist districts and schools in reducing disparities in the assessment, placement, and outcomes of students across race, socioeconomic status, and ability. TAC-D's investments featured five "root cause" sessions that led to an action plan and preceded five culturally relevant education modules. After 4 years of implementation (with high fidelity), districts and schools achieved statistically significant results in closing racial gaps across achievement, graduation, special education placements, and school suspensions.<sup>2</sup> For close to 5 years, IESC has continued to support numerous districts in building culturally responsive equity-based systems by offering professional learning and technical assistance support. This has included IESC partnering with multiple stakeholders in deeply examining student and parent/caregiver qualitative data, student outcome data, and beliefs,

<sup>2</sup>  $F(1,24) = 44.4, p > 0.001$ .

policies, procedures, and practices, which led to a multiple-year strategic sustainable action plan shifting the systems that are leading to inequities for students who are impacted the most.

The work of our existing technical assistance centers, including our NYSED-funded Statewide Language RBERN and our NYCDOE-funded ASD (Autism Spectrum Disorder) Nest Support Project, can be integrated and refined to help determine what needs to be reconciled across NYSED in terms of (1) educational engagement designs, (2) system and community conditions, and (3) design and implementation approaches. Initial efforts have yielded evidence of school change. For example, one of our partnering school systems in Detroit, Michigan (Henry Ford Academies), saw suspensions drop from 276 in 2015 to 7 in 2016. A significant yield of the effect ( $d = 1.62$ ) can be attributed to NYU Metro Center's tiered equity support systems and interventions.

NYU Metro Center has developed a variety of formats for assessing inequity across race, gender, disability, and other categories of vulnerability at school, district, and cross-district levels. District and cross-district audits assessing the extent of inequity across a wide range of student outcomes and systemic opportunity-to-learn variables, as well as fiscal, personnel, and administrative inputs and outcomes, were developed and implemented in the Palm Beach, Florida, and Battle Creek, Michigan, school systems. The Palm Beach equity audit examined issues experienced by school-based educators, student opportunities and outcomes, family involvement, and adult education. There is, of course, an inherent interconnectedness among these four parts. NYU Metro Center found that data related to teachers or family involvement often illuminate student outcomes. The Battle Creek equity audit examined the impacts of segregation and vulnerability (race x socioeconomic status) across four districts in the Battle

Creek region, which led to a \$51 million equity plan for Battle Creek Public Schools, funded by the W. K. Kellogg Foundation.

Currently, AIR is a long-standing partner with the Mid-Atlantic Equity Assistance Center (MAEC) on the Region 1 Equity Assistance Center. Since 2017 AIR has been a subcontractor on the Center for Education Equity at MAEC, one of four regional equity assistance centers (EACs) funded by the U.S. Department of Education. The Center for Education Equity at MAEC leads education improvement projects and provides equity trainings and assistance to state education agencies, local education agencies, and schools across the country to improve and sustain the systemic capacity of public education to increase outcomes for students regardless of race, gender, religion, and national origin. AIR currently leads three projects: implementing culturally sustaining pedagogy in the content areas to close achievement disparities, improving rigorous instruction for ELLs, and the Indigenous Education State Leaders Network under the leadership of Dia Jackson, AIR Center Director.

### **Agency Experience and Expertise in Building Capacity of Schools, Districts, and Other Stakeholders to Support Students with Disabilities Who Are ELLs/MLLs**

For more than twenty years, NYU Metro Center has been serving ELLs. This has included multiple rounds of NYSED-funded BETAC followed by multiple rounds of NYSED-funded Statewide Language RBERN. Both the BETAC and the Statewide Language RBERN provide supports and technical assistance to schools and districts across New York State in their implementation of programs for ELLs, including ELLs with disabilities. Technical assistance includes provision of professional development workshops, seminars, and institutes as well as on-site consultations and coaching as requested, which builds capacity at school and district levels. NYU Metro Center also hosts the executive offices of the New York State Bilingual

Association (NYSABE). Beyond the expertise of its Executive Director, who was a former bilingual special education teacher and administrator, having the NYSABE executive offices at NYU Metro Center gives the project immediate access to bilingual professionals across New York State. Additionally, as an affiliate of the National Association of Bilingual Education, NYSABE has access to a nationwide network of bilingual specialists, including those who focus on bilingual special education.

NYU Metro Center has also hosted statewide ELL conferences such as the Students with Interrupted Formal Education Symposium. Additionally, Statewide Language RBERN in the past academic year has focused on a number of ELL/SWD issues through its in-house expert resource specialists and nationally recognized expert consultants. Trainings that have been offered included the following:

- Special Education Series:
  - Session 1—Overview: Designing and Implementing Tier 2 and Tier 3 Interventions for ELLs
  - Session 2—Application: Designing and Implementing Tier 2 and Tier 3 Interventions for ELLs
- Special Education for ELLs (Grades K–8): A Three-Part Institute
  - Part 1: Making Special Education Referral Decisions for ELLs
  - Part 2: Differentiating Oral Language and Literacy Instruction for ELLs/SWDs
  - Part 3: Working with Families—Supporting Language and Literacy Development in the Home Language
- Special Education Institute: Long-Term ELLs with Disabilities or At-Risk ELLs
  - Session 1: What to Know About LTE SWDs and At-Risk ELLs
  - Session 2: Processes for Accelerating Instruction for LTE SWDs and At-Risk ELLs
  - Session 3: Targeted Instructional Practices: Lesson Planning

The Statewide Language RBERN also has expertise regarding CR-S education for ELLs as demonstrated by the following:

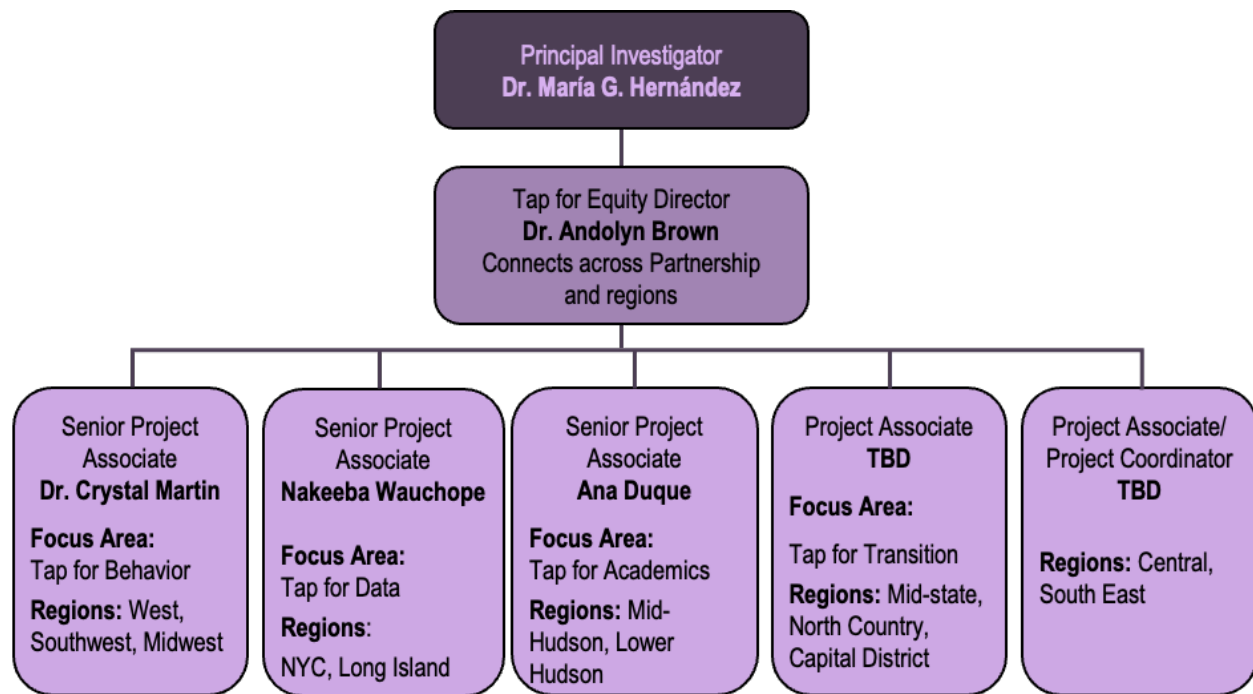
- Two-part workshop: Promoting Language Development with Culturally Responsive, Sustaining Texts with a Focus on Entering Through Transitioning ELLs (Part 1: Foundations and Part 2: Applications)
- Hosting a CR-S Professional Learning Community for ELLs

NYU Metro Center will use this level of in-house expertise to build training and technical assistance support for other TAPs, RPCs, and FACE Centers, and our in-house expert Ronald Woo, current executive Director of the Statewide Language RBERN, will be an advisor to TAP for Equity. He has more than 50 years of experience in both special education and bilingual education and is active in both these arenas. Currently, he serves on Regent CEA's Postsecondary Task Force for SWDs and is a member of NYSED's CR-S Task Force. Additionally, he is a member of NYSED's intra-department (Office Special Education and Office of Bilingual Education and World Languages) task force on ELLs with disabilities. He is a former Executive Director of special education for NYC and team manager for ELLs. He most recently presented on the Bilingual Special Education Panel at this year's NYSABE annual conference. He is often called on to lead teams in reviewing/supporting districts and schools regarding ELLs, including ELLs who are SWDs.



## Staffing Plan: Key Responsibilities to Achieve Project Objective and Expertise in Family Engagement, Systems Change, Bilingual Special Education, and Culturally Responsive Education

Figure 6. Project Organization Chart



The management structure of TAP for Equity at NYU Metro Center will comprise Principal Investigator Dr. María G. Hernández, one Project Director, and five Associates. TAP for Equity activities will be carried out by experienced and qualified staff, all of whom have the following: (1) in-depth knowledge of culturally and linguistically responsive-sustaining education; (2) experience facilitating trainings, providing technical assistance, and coaching in culturally and linguistically responsive-sustaining education with various stakeholders; (3) comprehensive knowledge of CR-S education and systems; (4) expansive knowledge, theory, and research related to both general and special education for ELLs/MLLs; reading, mathematics, and/or behavioral interventions; assessment; and education reform and process

efforts; (5) excellent oral and written communication skills; and (6) a personal commitment to improve public schooling for all children.

### ***Responsibilities of Key Personnel***

The Project Director and Project Associate responsibilities include but will not be limited to the following:

- Ability to assist in providing technical assistance (training and professional development) to the Partnership on equity topics within and outside of education that include, but are not limited to, anti-bias education, cultural responsiveness, race, class, privilege, power, and systemic and structural racism. Topics within education include, but are not limited to, improvement of tiered academic and behavioral support systems, disproportionality in special education and suspension, and ELLs/MLL.s
- Experience and/or comfort facilitating conversations around equity (i.e., power, privilege and discrimination based on race, ethnicity, language spoken, ability, socioeconomic status, sexual orientation, gender identity, and gender expression) with multiple stakeholders.
- Experience/ability to take theoretical frameworks and research, and develop practical application within and outside of the school setting.
- Experience/ability working collaboratively and problem solving in a team-based approach to the organization's learning and education policy work.
- A love of or enthusiasm for reading and research—will keep up with the newest research and synthesize it into our work in an expedient manner.

- Ability to disseminate timely, relevant, and responsive information to stakeholders, including state education department and partnership stakeholders (e.g., RPCs, FACE Centers), about quality instructional practices and related education reform issues.
- Respond to field questions on best practices.
- Attend and participate in a variety of state-level and national meetings to represent the center's expertise.

### ***Staffing Expertise***

NYU Metro Center proposes to staff TAP for Equity as outlined in Table 4.

Table 4: NYU Metro Center TAP for Equity Staffing

<b>Name</b>	<b>Role</b>	<b>Full-time equivalent units</b>
Dr. María G. Hernández	Principal investigator	.05
Dr. Andolyn Brown	Project Director	1.0
Dr. Crystal Martin	Senior Project Associate	1.0
Ana Duque	Senior Project Associate	1.0
Nakeeba Wauchope	Senior Project Associate	1.0
TBD	Project Associate	1.0
TBD	Project Associate/Project coordinator	1.0

A summary of the job responsibilities and relevant qualifications and experience for all key TAP for Equity staff follows (see Appendix B for resumes of project staff). Each Project Associate is assigned to regions and other TAPs based on their expertise. The assignments will be adjustable based on the needs of the Partnership.

**Dr. María G. Hernández** will support overseeing the project's progress and deliverables. Dr. Hernández is the current Deputy Executive Director of School Change and Community Engagement at NYU Metro Center. She has over a decade of experience providing high quality evidence based technical assistance, training, and consultancy to districts, schools, and other educational institutions to address race, ethnicity, language, and ability disproportionate outcomes and implementing CR-S equity-based systems. As the former Director of the NYSED Technical Assistance on Disproportionality (TAC-D), Dr. Hernández led and oversaw the implementation of TAC-D, including monitoring and meeting goals, objectives, outcomes, and deliverables. She also monitored TAC-D's technical assistance and training to ensure quality and that it was responsive to local communities and for implementation fidelity.

**Dr. Andolyn Brown** will serve as the full-time Project Director for TAP for Equity at NYU Metro Center. Dr. Brown will serve as the NYU Metro Center representative with NYSED, including being part of the State Level Team, Partnership Implementation Team, and NYSED hosted special committees (e.g., Commissioner's Advisory Panel), and participate in virtual meetings with other TAP Directors, MTSS-I Center and NYSED, and meet with other TAP Directors at least monthly to discuss shared deliverables and meet with NYSED at least monthly and annually in person to share the status of TAP for Equity deliverables. Dr. Brown will be responsible for the day-to-day management of the project, the overall quality of performance, meeting timelines for services and deliverables, meeting reporting requirements,

materials development with other staff and other products, coordination of resources for all project components, program documentation, completing reports, and overseeing the quality implementation of the project. She will attend in-person coaching sessions with each Associate and virtual sessions of targeted skill groups and regional learning in each of the regional teams, attend the April and October statewide meetings and annual MTTS-1 Center Virtual Learning Summit. Dr. Brown has over 20 years of experience as an educator, including as a teacher, coach, and building leader. She has over a decade of offering professional development and coaching in districts and schools. Dr. Brown has leveraged job-embedded coaching in building school leader capacity around instructional leadership that leads to improved student outcomes. Dr. Brown is currently a senior equity Associate with Innovations in Equity and Systemic Change, offering customized professional learning and technical assistance support to various educational partners in New York State.

**Dr. Crystal Martin** will serve as a senior Project Associate assigned to West, Southwest, and Midwest, and to TAP for Behavior. She will be responsible for collaborating with the TAP for Equity team in designing the core set of training and coaching materials for specialist groups for Regional Partnership Centers and FACE Centers, which will build their capacity to navigate the relationship between teaching, learning, social identity, and cultural context for SWDs. Dr. Martin has close to a decade of experience developing and implementing counseling and mental health services for young people in schools. She has assisted students in short-term crisis situations such as conflict resolution and behavioral issues. She uses empirical research to investigate psychological theory, concepts, and knowledge to address the needs, concerns, and aspirations of K–12 students of color in school communities. Dr. Martin served as a school counselor for the Chicago Public Schools for over 13 years and was designated as a Master

Counselor by the district, where she provided coaching support to counselors serving on the city's near west side. Dr. Martin is currently a senior equity Associate with the Center for Strategic Solutions (CSS) offering customized professional learning and technical assistance support to various educational partners in New York State.

**Nakeeba Wauchope** will serve as a senior Project Associate assigned to NYC and Long Island and TAP for Data. She will co-lead the TAP for Equity team in curriculum development and developing core set of training and coaching materials for specialist groups for Regional Partnership Centers and FACE Centers. Beginning her career as a special educator, Ms. Wauchope has over 20 years of education experience and close to a decade of experience in developing high quality curriculum in CR-SE, equity, and creating evidence based approaches to professional development and coaching. In her many roles with New York City Public Schools, she has incorporated equity in her teaching, lesson planning, and coaching support to teachers for Integrated Co-Teaching (ICT) and general education students, including ELL/MLLs. She has expertise in providing training, coaching, support, and professional development in the areas of decoding racial literacy, critical consciousness, culturally responsive and sustaining education, addressing implicit bias, civic engagement, and dismantling systems of inequity. Ms. Wauchope's experience also includes curriculum research in culturally responsive pedagogy, restorative justice practices, social emotional competencies, music and movements (soundtrack for social justice), sports and ethics in American culture, and hip-hop pedagogy.

**Ana Duque** will serve as a senior Project Associate assigned to the TAP for Academics and to the Lower and Mid-Hudson regions. She will co-lead the TAP for Equity team in curriculum development and developing core set of training and coaching materials for specialist groups for Regional Partnership Centers and FACE Centers. Ms. Duque has close to a decade in

creating high quality curriculum in CR-SE, equity, and creating evidence based approaches to professional development and coaching. She is a dedicated educator, facilitator, and coach for equity, justice, and transformative social change with almost 15 years of experience in K–12 education in New York City. She is committed to creating learning environments that are stimulating, critical, and encouraging. Ms. Duque has trained pre-service teachers at Hunter College and has deep experience in developing curriculum, conducting professional development, and coaching in the areas of justice, diversity, equity, and inclusion.

**Project Associate (TBD)** will be assigned to the TAP for Transition and the Capitol District, North Country, and Mid-state. They will be responsible for collaborating with the TAP for Equity team in designing and implementing the core set of training and coaching materials for specialist groups for Regional Partnership Centers and FACE Centers to build their capacity in CR-SE, equity and CR-SE equity based systems. 25% of this Project Associate's time will be used to review, analyze and offer findings from the webinar, professional development and coaching feedback surveys.

**Project Associate/Project Coordinator (TBD)** will serve 50% of their time supporting the Central and South East RPCs and FACE Centers in professional development and coaching. They will collaborate with the TAP for Equity team by offering input on content development based on the needs of the Central and South East RPC's and Centers. 25% of the Project Associate's time will be used to review and approve all professional content, materials, and tools that will be uploaded to the Data Management System (once approved by NYSED). The Project Associate will work closely with NYSED and Project Director to meet deadlines. They will also ensure timeliness of tasks, ensure registration and outreach to participants, send reminders, and ensure materials are complete and sent ahead of training or coaching events. Another 25% of the

Project Associate's time will be dedicated to coordinating logistics for TAP for Equity at NYU Metro Center, including organizing the collaborative team meetings that includes NYU Metro Center, AIR, and Dr. Fergus (MWE consultant) as needed, coordinating with Ms. Pillard (M/WBE graphic designer) to ensure the professionalizing of deliverables, supporting the coordination of the October and April statewide meetings, and supporting national conference selection options, travel arrangements, and other similar logistics.

Our blended team will include AIR consultants Dr. Dia Jackson, Dr. Donna Sacco, and Ms. Diana Torres. Their resumes are included as Appendix C.



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Appendix R  
NEW YORK STATE EDUCATION DEPARTMENT'S  
DATA PRIVACY APPENDIX

ARTICLE I: DEFINITIONS

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

1. **Access:** The ability to view or otherwise obtain, but not copy or save, Student Data and/or APPR Data arising from the on-site use of an information system or from a personal meeting.
2. **APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.
3. **Breach:** The unauthorized Access, acquisition, Disclosure or use of Student Data or APPR Data that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor’s or Subcontractor’s security that leads to the accidental or unlawful alteration, destruction, loss of, Access to or Disclosure of Student Data or APPR Data.
4. **Commercial or Marketing Purpose:** The Disclosure, sale, or use of Student Data for the purpose of directly or indirectly receiving remuneration, including the Disclosure, sale, or use of Student Data for advertising purposes, or the Disclosure, sale, or use of Student Data to develop, improve, or market products or services to Students.
5. **Disclose or Disclosure:** The intentional or unintentional communication, release, or transfer of Student Data and/or APPR Data by any means, including oral, written, or electronic.
6. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, respectively.
7. **Educational Agency:** As defined in Education Law § 2-d, a school district, board of cooperative educational services, school, or the New York State Education Department (“NYSED”).
8. **Eligible Student:** A Student who is eighteen years of age or older.
9. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 Security Rule at 45 CFR § 164.304, encrypt means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
10. **Information:** Student Data and APPR Data from an Educational Agency that is Disclosed or made available to the Contractor pursuant to this contract with NYSED to which this DPA is attached and incorporated.

- 11. NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
- 12. Parent:** A parent, legal guardian, or person in parental relation to the Student.
- 13. Personally Identifiable Information (PII):** Personally Identifiable Information, as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, (§ 99.3), and Teacher or Principal APPR Data.
- 14. Release:** Shall have the same meaning as Disclose.
- 15. School:** As defined in Education Law § 2-d, any (a) public elementary or secondary school, including a charter school; (b) universal pre-kindergarten program authorized pursuant to Education Law § 3602-e; (c) an approved provider of preschool special education; (d) any other publicly funded pre-kindergarten program; (e) a school serving children in a special act school district as defined in Education Law § 4001; (f) an approved private school for the education of students with disabilities; (g) a State-supported school subject to the provisions of Article 85 of the Education Law; or (h) a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
- 16. Services:** Services provided by Contractor pursuant to this contract with NYSED to which this DPA is attached and incorporated.
- 17. Student:** Any person attending or seeking to enroll in an Educational Agency.
- 18. Student Records:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, respectively.
- 19. Student Data:** PII from Student Records of an Educational Agency and PII regarding a Student provided to the Contractor by the Student or the Student's Parent.
- 20. Subcontractor:** Contractor's non-employee agents, consultants, volunteers, including student interns, and/or any natural person or entity funded through this contract who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

## ARTICLE II: PRIVACY AND SECURITY OF INFORMATION

### 1. Compliance with Law.

When providing Services pursuant to this contract, Contractor may have Access to or receive Disclosure of Information that is regulated by one or more New York and/or federal laws and regulations, among them, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); New York Education Law § 2-d; and the Regulations of the Commissioner of Education at 8 NYCRR Part 121. Contractor agrees to maintain the confidentiality and security of Information in accordance with (a) applicable New York, federal and local laws, rules, and regulations, and (b) NYSED's Data Privacy and Security Policy. Contractor

further agrees that neither the Services provided nor the manner in which such Services are provided shall violate New York, federal and/or local laws, rules, and regulations, or NYSED's Data Privacy and Security Policy.

## **2. Authorized Use.**

Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use such Information for any purpose other than to provide the Services.

Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Information Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.

## **3. Contractor's Data Privacy and Security Plan.**

Contractor shall adopt and maintain administrative, technical, and physical safeguards, measures, and controls to manage privacy and security risks and protect Information in a manner that complies with New York State, federal and local laws, rules, and regulations, and the NYSED policies. Education Law § 2-d requires that Contractor provide NYSED with a Data Privacy and Security Plan that outlines the safeguards, measures, and controls, that the Contractor will employ, including how the Contractor will implement such safeguards, measures, and controls, to comply with (a) the terms of this DPA, (b) all applicable state, federal and local data privacy and security requirements, (c) the parents bill of rights for data privacy and security that is attached hereto and incorporated herein as DPA Exhibit 2, and (d) applicable NYSED policies. Contractor's Data Privacy and Security Plan is attached to and incorporated in this DPA as Exhibit 1.

## **4. NYSED's Data Privacy and Security Policy**

State law and regulation require NYSED to adopt a data privacy and security policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with NYSED's Data Privacy and Security Policy located at <http://www.nysed.gov/data-privacy-security/nysed-data-privacy-and-security-policy> and other applicable NYSED policies and agrees to contractually require its Subcontractors to comply with NYSED's Data Privacy and Security Policy.

## **5. Right of Review and Audit.**

Upon NYSED's request, Contractor shall provide NYSED with copies of its policies and related procedures that pertain to the protection of Information. In addition, NYSED may require Contractor to undergo an audit of its privacy and security safeguards, measures, and controls as they pertain to alignment with the requirements of New York State laws and regulations, NYSED's policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework. Any audit required by NYSED must be performed by an independent third party at Contractor's expense and the audit report must be provided to

NYSED. In lieu of being subject to a required audit, Contractor may provide NYSED with an industry standard independent audit report of Contractor's privacy and security practices that was issued no more than twelve months before the date that NYSED informed Contractor that it required Contractor to undergo an audit.

**6. Contractor's Employees and Subcontractors.**

- (a) Access to or Disclosure of Information shall only be provided to Contractor's employees and Subcontractors who need to know the Information to provide the Services and such Access and/or Disclosure of Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Information; and (iii) as applicable, retrieve all Information received or stored by such Subcontractor and/or ensure that Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 11 of this DPA.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors who have a need to know the Information, Contractor must not provide Access to or Disclose Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.
- (f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Information to any other party unless such Access or Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Information pursuant to a court order or subpoena, the

Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Information is Accessed or Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access or Disclose the Information.

## **7. Training.**

Contractor shall ensure that all its employees and Subcontractors who have Access to or will receive Information will be trained on the federal and state laws governing confidentiality of such Information prior to receipt.

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

- (a) Contractor is prohibited from retaining Disclosed Information or continuing to Access Information, including any copy, summary, or extract of Information, on any storage medium (including, without limitation, hard copies and storage in secure data centers and/or cloud-based facilities) beyond the term of this contract unless such retention is expressly authorized for a prescribed period by this contract, necessary for purposes of facilitating the transfer of Disclosed Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this contract, Contractor shall transfer the Disclosed Information to NYSED in a format and manner agreed to by the Parties.
- (b) When the purpose that necessitated Contractor's Access to and/or Disclosure of Information has been completed or Contractor's authority to have Access to Information or retain Disclosed Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Information are revoked, and (2) all Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor or its Subcontractors and/or all Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that Information cannot be read, or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the Information cannot be retrieved. Only the destruction of paper Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Contractor shall provide NYSED with a written certification of, as applicable, (1) revocation of Access to Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Information held by the Contractor or Subcontractors to the contract at the address for notifications set forth in this contract.

- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will contractually prohibit its Subcontractors from the same.

**9. Commercial or Marketing Use Prohibition.**

Contractor agrees that it will not sell, use, or Disclose Student Data for a Commercial or Marketing Purpose and that it will contractually prohibit its Subcontractors from the same.

**10. Encryption.**

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect Information. Contractor must encrypt Information at rest and in transit in accordance with applicable New York laws and regulations.

**11. Breach.**

Contractor shall promptly notify NYSED of any Breach of Information, regardless of whether Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provided to the office of the Chief Privacy Officer, NYS Education Department 89 Washington Avenue, Albany, New York 12234, and must, include a description of the Breach which includes the date of the incident and the date of discovery, the types of Information affected, and the number of records affected; a description of Contractor's investigation; and the name of a point of contact. Violations of the requirement to notify NYSED shall be subject to a civil penalty pursuant to Education Law § 2-d. The Breach of certain Information protected by Education Law § 2-d may subject the Contractor to additional penalties.

**12. Cooperation with Investigations.**

Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

**13. Notification to Individuals.**

Where a Breach of Information occurs that is attributable to Contractor and/or its Subcontractors, Contractor shall pay for or promptly reimburse NYSED the full cost of NYSED's notification to Parents, Eligible Students, teachers, and/or principals, in accordance

with Education Law § 2-d and 8 NYCRR Part 121. NYSED will be reimbursed by Contractor within 30 days of a demand for payment under this section.

#### **14. Termination.**

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this contract to which this DPA is attached but shall terminate upon Contractor's certifying that it and its' Subcontractors, as applicable (a) no longer have the ability to Access any Information provided to Contractor pursuant to this contract to which this DPA is attached and/or (b) that Contractor and its' Subcontractors have destroyed all Disclosed Information provided to Contractor pursuant to this contract to which this DPA is attached.

### **ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS**

#### **1. Parent and Eligible Student Access.**

Education Law § 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by NYSED. To the extent Student Data is held by Contractor pursuant to the Contract, Contractor shall respond within thirty (30) calendar days to NYSED's requests for access to Student Data necessary for NYSED to facilitate such inspection and review by a Parent or Eligible Student, and shall facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor or a Subcontractor directly to review any of the Student Data held by Contractor or a Subcontractor pursuant to the Contract, Contractor shall refer the Parent or Eligible Student to NYSED and notify NYSED.

#### **2. Bill of Rights for Data Privacy and Security.**

As required by Education Law § 2-d, the Parents Bill of Rights for Data Privacy and Security and the Supplemental Information for this contract is attached to and incorporated in this DPA as Exhibit 2 Contractor understands and agrees that, as an agreement with a third-party contractor who will receive Access to and/or Disclosure of Student Data, Education Law § 2-d requires NYSED to post Exhibit 2 to its website.

## **EXHIBIT 1 - Contractor's Data Privacy and Security Plan**

Pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education, NYSED is required to ensure that all contracts with a third-party contractor that has Access to or receives Information include a Data Privacy and Security Plan. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. While this plan is not required to be posted to NYSED's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.

### **1. Contractor Name:**

New York University

### **2. Outline how you will implement applicable data privacy and security contract requirements over the life of the Contract.**

New York University's technology safeguards and practices to secure data will align with Collaborator Policy and NIST Cybersecurity framework. When applicable, NYU will store data in a manner to protect the security of those data by using the following safeguards: The data are stored on a server in the Metropolitan Center for Research on Equity and the Transformation of schools. This server is maintained by the Steinhardt School of Culture, Education and Human Development and follows the NYU Protocols. All confidential data are encrypted while in motion and at rest using strong, public cryptographic algorithms and reasonable key lengths given current computer processing capabilities. Keys are stored securely, and access to them provided on a least-privilege basis. One-way hashing is used in lieu of reversible encryption, salted hashes.

One of the ways that the project team will be collecting information is through post-training anonymous surveys. We will use Qualtrics, a third-party software made available through NYU, to administer the surveys. Qualtrics uses Transport Layer Security (TLS) encryption (also known as HTTPS) for all transmitted data. Their services are hosted by trusted data centers that are independently audited using the industry standard SSAE-18 method. The surveys will also be protected with passwords.

**Please note that the only data being collected over the life of the contract is responses from post-training surveys that include no identifiable information.**

### **3. Specify the administrative, operational, and technical safeguards and practices that you have in place to protect Information.**

Only employees who have been identified in the proposal will have access to the collected information. Additionally, New York University has the following policies in place to protect information:



## [Policy on Responsible Use of NYU Computers and Data](#)

## [Electronic Data and System Risk. Classification Policy](#)

## [Data and System Security Policy](#)

### **4. Address the training received by your employees and any Subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of Information.**

All New York University employees and/or affiliates with access to student records are required to uphold The Family Educational Rights and Privacy Act of 1974 (FERPA). Affiliates include but are not limited to third-party vendors and servicers such as educational or technological platforms that handle information covered by FERPA regulations. NYU provides access to courses that are required for being in compliant with applicable laws, through the Collaborative Institutional Training Initiative ([CITI](#)) Program. Any persons who come into contact with confidential student information will be required to take [FERPA: A Quick Review of the Law for Researchers and IRBs](#).

### **5. Outline how you will ensure that your employees and any Subcontractors are bound by written agreement to the requirements of this contract.**

Employees and Subcontractors will sign confidentiality and data protection agreements as part of the orientation phase of this contract. In addition, all Subcontractors we will be working with through this contract will have to enter into a subaward agreement. This subaward agreement, which is created and issued by New York University's Office for Sponsored Programs, will include flowed-down terms and conditions from this contract which are most important for the subcontractor to abide by, including the data and privacy policies.

### **6. Specify how you will manage any data privacy and security incidents that implicate Information, including a description of any specific plans you have in place to identify data Breaches, unauthorized Access to Information and unauthorized Disclosure of Information, to meet your obligation to report such incidents to the NYSED.**

New York University has an [IT Security Information Breach Notification Policy and Plan](#) in place which defines the minimum requirements and responsibilities for reporting security incidents

### **7. If applicable, describe how Disclosed Information will be transitioned to NYSED when either (a) it is no longer needed by you to meet your obligations under this contract or (b) your authorization to Access Information or use Disclosed Information has terminated.**

N/A. The information that is being collected includes responses from post-training surveys that include no identifiable information.

**8. Describe your secure destruction and secure deletion practices and how you will certify to NYSED that all Access to Information has been revoked by you and, as applicable, your Subcontractors and that all Disclosed Information has been either securely deleted or securely destroyed by you and your Subcontractors.**

When sensitive data are no longer needed, it is destroyed in accordance with New York University's Standard for Destruction and Disposal of Electronic Equipment and Data policy, using methods that are resistant to data-recovery attempts such as cryptographic data destruction utilities, on-site physical device destruction, or NAID certified data destruction service.

**9. Outline how your data privacy and security program/practices align with NYSED's applicable policies.**

New York University takes data privacy and security very seriously and is in full compliance with state and federal requirements. NYU has in place technologies, safeguards and practices that align with the National Institute of Standards and Technology (NIST) Cybersecurity Framework New York University has a [Data and System Security Policy](#) in place and the NYU Metropolitan Center for Research on Equity and the Transformation of Schools (NYU Metro) works closely with [IT](#), who ensure that data privacy and protection practices are implemented and being followed on a regular basis.

## **EXHIBIT 2 - Education Law § 2-d Bill of Rights for Data Privacy and Security and Supplemental Information for Contracts that Utilize Personally Identifiable Information**

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A Student's Personally Identifiable Information ("Student PII") cannot be sold or released for any Commercial or Marketing purpose. Student PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR § 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Regulations of the Commissioner of Education at 8 NYCRR Part 121, FERPA at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300) protect the confidentiality of Student PII.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when Student PII is stored or transferred.
5. A complete list of all student data elements collected by New York State Education Department ("NYSED") is available at [www.nysed.gov/data-privacy-security/student-data-inventory](http://www.nysed.gov/data-privacy-security/student-data-inventory) and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of Student PII addressed. Complaints should be submitted to the NYS Education Department at [www.nysed.gov/data-privacy-security/report-improper-disclosure](http://www.nysed.gov/data-privacy-security/report-improper-disclosure), by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if Student PII is either unlawfully accessed or unlawfully disclosed.
8. NYSED workers that have access to or receive disclosure of Student PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. NYSED contracts with vendors that receive Student PII will address statutory and regulatory data privacy and security requirements.

### ***Supplemental Information***

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, NYSED is required to post information to its website about its contracts with third-

party contractors that will be provided Access to or receive Disclosure of Student Data and/or APPR Data.

**1. Name of Contractor:**

New York University

**2. Description of the exclusive purpose(s) for which the Student Data and/or APPR Data will be used:**

The TAP for Equity at NYU Metro Center will not collect Student Data or APPR Data directly. It is possible that through collaboration with the other TAPs, RPCs, and FACE Centers APPR Data could be shared with staff members of the TAP for Equity at NYU Metro Center.

**3. Type(s) of Data that Contractor will be provided Access to or Disclosure of:**

As noted above, it is possible that through collaboration with the other TAPs, RPCs, and FACE Centers APPR Data could be shared with staff members of the TAP for Equity at NYU Metro Center. Thus, we respond yes regarding access to or disclosure of APPR Data to be as safe as possible should this access or disclosure be provided.

Student Data   ☐ Yes   ☒ No  
APPR Data   ☒ Yes   ☐ No

**4. Contract Term:**

Contract Start Date: January 1, 2024                      Contract End Date: December 31, 2026

**5. Subcontractor use and written agreement requirement:**

**Contractor will use Subcontractors**                      ☒ Yes   ☐ No  
**Contractor will not use Subcontractors**                      ☐ Yes   ☐ No

If Contractor plans to use Subcontractors, Contractor will not utilize Subcontractors without a written contract that requires the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the Contractor by state and federal laws and regulations and this contract.

Contractor agrees to bind its Subcontractors by written agreement.   ☒ Yes   ☐ No  
Not Applicable because Contractor will not use Subcontractors.   ☐ Yes   ☐ No

**6. Data Transition and Secure Destruction**

☒ Yes   ☐ No Contractor agrees that the confidentiality and data security obligations under this DPA will survive the expiration or termination of this contract but shall terminate upon Contractor's certifying, that Contractor and its Subcontractors:

- Are unable to Access any Information provided to Contractor pursuant to this contract
  - Securely transfer Disclosed Student Data and APPR Data to NYSED, or at NYSED's option and written discretion, a successor contractor in a format agreed to by the Parties.
  - Securely delete and destroy Disclosed Student Data and APPR Data.

## 7. Challenges to Data Accuracy

☒ Yes   ☐ No Contractor agrees that parents, eligible students, teachers, or principals who seek to challenge the accuracy of Student Data or APPR Data will be referred to NYSED and if a correction to data is deemed necessary, NYSED will notify Contractor. Contractor further agrees to facilitate such corrections within 21 days of receiving NYSED's written request.

## 8. Secure Storage and Data Security

Please indicate where Student Data and/or APPR Data will be stored:

If applicable,

- ☒ Yes   ☐ No Using a cloud or infrastructure owned and hosted by a third party.  
☒ Yes   ☐ No Using Contractor owned and hosted solution  
☐ Yes   ☐ No Other:

**Please describe how data privacy and security risks will be mitigated in a manner that does not compromise the security of the data:**

New York University's technology safeguards and practices to secure data will align with Collaborator Policy and NIST Cybersecurity framework. When applicable, NYU will store data in a manner to protect the security of those data by using the following safeguards: The data are stored on a server in the Metropolitan Center for Research on Equity and the Transformation of schools. This server is maintained by the Steinhardt School of Culture, Education and Human Development and follows the NYU Protocols. All confidential data are encrypted using strong, public cryptographic algorithms and reasonable key lengths given current computer processing capabilities. Keys are stored securely, and access to them provided on a least-privilege basis. One-way hashing is used in lieu of reversible encryption, salted hashes.

In addition, the project will establish a Data and Safety Monitoring Plan in which unanticipated problems or adverse events, if identified, will be documented through a centralized database system and reported to the appropriate responsible person(s).

## 9. Encryption requirement

Contractor agrees that Student Data and APPR Data will be encrypted while in motion and at rest.

If applicable,

☒ Yes   ☐ No

**10. Contractor Certification.**

Contractor certifies that Contractor will comply with, and require its Subcontractors to comply with, applicable State and Federal laws, rules, and regulations and NYSED policies.

Contractor's Name    New York University

Signature

Printed Name

Title

Date

APPENDIX X  
**SAMPLE DO NOT SIGN**  
Modification Agreement Form

Contract No. \_\_\_\_\_

Period: From: \_\_\_\_\_

To: \_\_\_\_\_

Funding Amount for Period \$ \_\_\_\_\_

This is an AGREEMENT between the People of the State of New York, acting through Betty A. Rosa, Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the STATE, and \_\_\_\_\_, party of the second part, hereinafter referred to as the CONTRACTOR, for modification of Contract No. , as amended in attached Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

SAMPLE DO NOT SIGN

The People of the State of New York  
Betty A. Rosa  
Commissioner of Education

By \_\_\_\_\_

By \_\_\_\_\_

Name Printed

Julia Patane or Aaron Baldwin  
Authorized Contract Officers

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

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

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

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK)  
) SS:

County of \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me the undersigned personally appeared \_\_\_\_\_, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary) \_\_\_\_\_

STAMP

APPROVED

\_\_\_\_\_  
Office of the State Comptroller

AC 92 (Rev. 6/94)		STATE OF NEW YORK		STANDARD VOUCHER		Voucher Number: N0535-1		
1. Originating Agency NYS Department of Education		Orig. Agency Code		Interest Eligible (Y/N)		2. P-Contract		
Payment Date (MM) (DD) (YY) 12/5/2024		OSC Use Only		Liability Date (MM) (DD) (YY)				
3. Payee ID 135562308		Additional	Zip Code 10003	Route	Payee Amount		MIR Date (MM) (DD) (YY)	
4. Payee Name (Limit to 30 Spaces) NEW YORK UNIVERSITY				IRS Code	IRS Amount			
Payee Name (Limit to 30 spaces) SPONSORED PROGRAMS ACCOUNTING				Stat. Type	Statistic	Indicator-Dept.	Indicator-Statewide	
Address (Limit to 30 spaces) GENERAL POST OFFICE BOX 5166				5. Ref/Inv. No. Limit to 20 spaces 25-56150-N0535		Contract Number C015281		
Address (Limit to 30 spaces)				Ref/Inv. Date (MM) (DD) (YY) Period: 1/1/2024-12/31/2024				
City (Limit to 20 spaces) NEW YORK		State NY	Zip Code 10003					
6. Purchase Order No. and Date	Description of Material/Service If items are to numerous to be incorporated into the block below use Form AC 93 and carry total forward.			Quantity	Unit	Price	Amount Dollars Cents	
	First Quarter Requesting payment for expenditures incurred during the period 1/1/2024-3/31/2024						\$93,273 0.00	
7. Payee Certification: I certify that the above bill is just, true and correct: that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.								
Idelsa Pena			Research Finance Support Manager		Total	\$93,273	\$0.00	
Name			Title		PAYMENT	RECEIVED		
New York University					%			
Date 12/19/2024	Name of Company				Net	\$93,273	\$0.00	
FOR AGENCY USE ONLY					STATE COMPTROLLER'S PRE-AUDIT			
Merchandise Received	I certify that this voucher is correct and just, and payment is approved, and the goods or services rendered or furnished are for use in				Verified	Certified For Payment of Net Amount		
Date	the performance of the official functions and duties of this agency				Audited			
Page No.	Authorized Signature				Special			
By	Date	Title		Approval as Required				
Expenditure					Liquidation			
Cost Center Code		Object	Accum		Amount	Orig. Agency	PO/Contract	Line F/P
Dept.	Cost Ctr Unit	Var yr	Dept.	Statewide				



AC 92 (Rev. 6/94)		STATE OF NEW YORK		STANDARD VOUCHER				Voucher Number: N0535-2	
1. Originating Agency NYS Department of Education			Orig. Agency Code		Interest Eligible (Y/N)			2. P-Contract	
Payment Date (MM) (DD) (YY) 12/5/2024			OSC Use Only			Liability Date (MM) (DD) (YY)			
3. Payee ID 135562308		Additional	Zip Code 10003	Route	Payee Amount		MIR Date (MM) (DD) (YY)		
4. Payee Name (Limit to 30 Spaces) NEW YORK UNIVERSITY				IRS Code	IRS Amount				
Payee Name (Limit to 30 spaces) SPONSORED PROGRAMS ACCOUNTING				Stat. Type	Statistic	Indicator-Dept.	Indicator-Statewide		
Address (Limit to 30 spaces) GENERAL POST OFFICE BOX 5166				5. Ref/Inv. No. Limit to 20 spaces 25-56150-N0535			Contract Number C015281		
Address (Limit to 30 spaces)				Ref/Inv. Date (MM) (DD) (YY) Period: 1/1/2024-12/31/2024					
City (Limit to 20 spaces) NEW YORK		State NY	Zip Code 10003						
6. Purchase Order No. and Date	Description of Material/Service If items are to numerous to be incorporated into the block below use Form AC 93 and carry total forward.			Quantity	Unit	Price	Amount		
							Dollars	Cents	
	First Quarter Requesting payment for expenditures incurred during the period 4/1/2024-6/30/2024						\$210,251	0.42	
7. Payee Certification: I certify that the above bill is just, true and correct: that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.									
Idelsa Pena			Research Finance Support Manager		Total		\$210,251	\$0.42	
Name			Title		PAYMENT	RECEIVED			
New York University					%				
Date	12/19/2024		Name of Company		Net		\$210,251	\$0.42	
FOR AGENCY USE ONLY					STATE COMPTROLLER'S PRE-AUDIT				
Merchandise Received	I certify that this voucher is correct and just, and payment is approved, and the goods or services rendered or furnished are for use in the performance of the official functions and duties of this agency					Certified For Payment of Net Amount			
Date					Verified				
Page No.					Audited				
By					Special				
Authorized Signature				Approval as	By				
Date				Title	Required				
Expenditure					Liquidation				
Cost Center Code		Object	Accum		Amount	Orig. Agency	PO/Contract	Line F/P	
Dept.	Cost Ctr Unit	Var yr	Dept.	Statewide					

AC 92 (Rev. 6/94)		STATE OF NEW YORK		STANDARD VOUCHER				Voucher Number: N0535-3	
1. Originating Agency NYS Department of Education			Orig. Agency Code		Interest Eligible (Y/N)			2. P-Contract	
Payment Date (MM) (DD) (YY) 12/5/2024			OSC Use Only			Liability Date (MM) (DD) (YY)			
3. Payee ID 135562308		Additional	Zip Code 10003	Route	Payee Amount		MIR Date (MM) (DD) (YY)		
4. Payee Name (Limit to 30 Spaces) NEW YORK UNIVERSITY				IRS Code	IRS Amount				
Payee Name (Limit to 30 spaces) SPONSORED PROGRAMS ACCOUNTING				Stat. Type	Statistic	Indicator-Dept.		Indicator-Statewide	
Address (Limit to 30 spaces) GENERAL POST OFFICE BOX 5166				5. Ref/Inv. No. Limit to 20 spaces 25-56150-N0535			Contract Number C015281		
Address (Limit to 30 spaces)				Ref/Inv. Date (MM) (DD) (YY) Period: 1/1/2024-12/31/2024					
City (Limit to 20 spaces) NEW YORK		State NY	Zip Code 10003						
6. Purchase Order No. and Date	Description of Material/Service If items are to numerous to be incorporated into the block below use Form AC 93 and carry total forward.			Quantity	Unit	Price	Amount		
							Dollars	Cents	
	First Quarter Requesting payment for expenditures incurred during the period 7/1/2024-9/30/2024						\$210,530	0.26	
7. Payee Certification: I certify that the above bill is just, true and correct: that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded. Idelsa Pena _____ Research Finance Support Manager					Total		\$210,530	\$0.26	
Name _____ Title _____					PAYMENT	RECEIVED			
New York University					%				
Date 12/19/2024 Name of Company _____					Net		\$210,530	\$0.26	
FOR AGENCY USE ONLY					STATE COMPTROLLER'S PRE-AUDIT				
Merchandise Received	I certify that this voucher is correct and just, and payment is approved, and the goods or services rendered or furnished are for use in the performance of the official functions and duties of this agency					Certified For Payment of Net Amount			
Date					Verified				
Page No.					Audited				
By					Special				
Authorized Signature				Approval as	By				
Date _____ Title _____				Required					
Expenditure					Liquidation				
Cost Center Code		Object	Accum		Amount	Orig. Agency	PO/Contract	Line F/P	
Dept.	Cost Ctr Unit	Var yr	Dept.	Statewide					

Received

FEB 27 2025

AC 92 (Rev. 6/94)		STATE OF NEW YORK		Office of Special Education Assistant Commissioner		Voucher Number: N0535-4	
1. Originating Agency <b>NYS Department of Education</b>		Orig. Agency Code		Interest Eligible (Y/N)		2. P-Contract	
Payment Date (MM) (DD) (YY)		OSC Use Only		Liability Date (MM) (DD) (YY)			
3. Payee ID <b>135562308</b>		Additional	Zip Code <b>10003</b>	Route	Payee Amount		MIR Date (MM) (DD) (YY)
4. Payee Name (Limit to 30 Spaces) <b>NEW YORK UNIVERSITY</b>				IRS Code		IRS Amount	
Payee Name (Limit to 30 spaces) <b>SPONSORED PROGRAMS ACCOUNTING</b>				Stat. Type	Statistic	Indicator-Dept.	Indicator-Statewide
Address (Limit to 30 spaces) <b>GENERAL POST OFFICE BOX 5166</b>				5. Ref/Inv. No. Limit to 20 spaces <b>25-56150-N0535</b>			Contract Number <b>C015281</b>
Address (Limit to 30 spaces)				Ref/Inv. Date (MM) (DD) (YY) <b>Period: 1/1/2024-12/31/2024</b>			
City (Limit to 20 spaces) <b>NEW YORK</b>		State <b>NY</b>	Zip Code <b>10003</b>				
6. Purchase Order No. and Date	Description of Material/Service If items are to numerous to be incorporated into the block below use Form AC 93 and carry total forward.			Quantity	Unit	Price	Amount Dollars Cents
	<b>Fourth Quarter Requesting payment for expenditures incurred during the period 10/1/2024-12/31/2024</b>						<b>\$417,773 0.43</b>
7. Payee Certification: I certify that the above bill is just, true and correct: that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.							
Idelsa Pena					Research Finance Support Manager		Total <b>\$417,773 \$0.43</b>
Name		Title			PAYMENT RECEIVED		
2/18/2025		New York University			%		
Date		Name of Company			Net <b>\$417,773 \$0.43</b>		
FOR AGENCY USE ONLY					STATE COMPTROLLER'S PRE-AUDIT		
Merchandise Received	I certify that this voucher is correct and just, and payment is approved, and the goods or services rendered or furnished are for use in the performance of the official functions and duties of this agency				Certified For Payment of Net Amount		
Date					Verified		
Page No.	Authorized Signature				Audited		
By	Date	Title			Special		
					Approval as Required		
Expenditure					Liquidation		
Cost Center Code		Object	Accum		Amount	Orig. Agency	PO/Contract Line F/P
Dept.	Cost Ctr Unit	Var yr	Dept.	Statewide			

OSC

Check if continuation form is attached



**Funding Amount:** \$1,136,350

Please note that the shaded cells are locked and will auto-fill. Please enter requested information in the unshaded cells only.

1. **SALARIES:** Include all staff attributable to this project that are employees of the bidding agency. Do not include subcontractors, which should be included under Purchased Services. Do not include central administrative staff that are considered to be indirect costs (e.g., business office staff). One full-time equivalent (FTE) equals one person working an entire week, each week of the project. Express partial FTEs in decimals (e.g., a teacher working one day per week equals 0.2 FTE.)

Name/Title	FTE	Annual Salary	Total
Dr. Maria G. Hernandez / Principal Investigator	0.05	\$152,935	\$7,647
Briana Santiago Ravdin/Project Director	1.00	\$110,000	\$110,000
Ana Duque/Senior Project Associate	1.00	\$95,000	\$95,000
Noah Arhm Choi, Senior Project Associate	1.00	\$95,000	\$95,000
Melody Feo, Project Associate	1.00	\$81,000	\$81,000
Jill Hakemian, Senior Project Associate	1.00	\$91,000	\$91,000
Crystal Martin, Senior Project Associate	0.50	\$97,500	\$48,750
Courtney Epton	0.50	\$95,000	\$47,500
			\$0
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			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Salaries			\$575,897

**2. PURCHASED SERVICES:** Include subcontractors (indicate # of days and cost per day in the Calculation of Cost column), rentals, tuition, and other contractual services. Include the cost of any subcontractor travel in this category.

Provider of Services/Description	Calculation of Cost	Total
American Institutes for Research	Based on submitted scope of work	\$189,909
Stephanie Blackman Design	Based on submitted scope of work	\$52,750



### Technical Assistance Center (TAC) Budget

Agency Name: New York University

Contract Number: C015281

Contract Year: 1/1/2024 - 12/31/2024

Funding Amount: \$1,136,350

**3. SUPPLIES & MATERIALS:** Include supplies, materials, and equipment items under \$5,000 per unit. Indicate quantity and unit cost in the Calculation of Cost column, as applicable.

Item/Description	Calculation of Cost	Total
Project Supplies	12 months at \$54.17/month	\$650
Computer Equipment	4 laptops at \$1,828 (\$1,579 +	\$7,312
Total Supplies & Materials		\$7,962

**4. TRAVEL:** Include only staff member travel expenses in this category (subcontractor travel should be listed under Purchased Services.) State the position of each traveler, their destination, and purpose of trip. Include mileage rate and distance in the Calculation of Cost column, as applicable.

Position of traveler, destination, and purpose	Calculation of Cost	Total
All team, travel to fulfill various contractual requirements, including state-wide meetings, trainings, and conferences within NY State	Avg. cost* of \$225/day * 6 people * approximately 43.667 days of travel	\$58,950
Total Travel		\$58,950

**5. EMPLOYEE BENEFITS:** Benefit rates used for project personnel must be the same as those used for other agency personnel.

Benefit/Description	Calculation of Cost	Total
Fringe Benefits	31% of total salaries	\$178,528
Total Employee Benefits		\$178,528

# Technical Assistance Center (TAC) Budget

Agency Name: New York University

Contract Number: C015281

Contract Year: 1/1/2024 - 12/31/2024

Funding Amount: \$1,136,350

**TOTAL DIRECT COSTS (Sum of 1-5)** \$1,066,447

**6. INDIRECT COSTS:** Insert approved restricted indirect cost rate. Calculate the total modified direct costs by finding the sum of all preceding subtotals (1-5) excluding any tuition assistance, instructional support, and the portion of any subcontract in #2 (Purchased Services) that exceeds \$25,000.

Approved Restricted Indirect Cost Rate %	Total Direct Costs (modified, if	Total
8.00%	\$ 873,787.75	\$69,903

**7. PURCHASED SERVICES WITH BOCES:** List and calculate the cost of any services provided by BOCES in support of this project.

Description of Service and Name of BOCES	Calculation of Costs	Total
N/A		
Total Purchased Services with BOCES		\$0

**8. EQUIPMENT:** Itemize equipment to be purchased for this project with a unit cost of \$5,000 or more. Equipment items under \$5,000 should be budgeted under Supplies & Materials. Repairs of equipment should be budgeted under Purchased Services.

Description of Item	Quantity	Unit Cost	Total
N/A			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Equipment			\$0

**GRAND TOTAL** \$1,136,350



**Technical Assistance Center (TAC) Budget**

Agency Name: New York University

Contract Number: C015281

Contract Year: 1/1/2024 - 12/31/2024

Funding Amount: **\$1,136,350**

**Budget Summary**

Subtotal	Project Costs
1. Salaries	\$575,897
2. Purchased Services	\$245,110
3. Supplies, Materials, and Printing Costs	\$7,962
4. Travel Expenses	\$58,950
5. Employee Benefits	\$178,528
6. Indirect Costs	\$69,903
7. Purchased Services with BOCES	\$0
8. Equipment	\$0
<b>Grand Total</b>	<b>\$1,136,350</b>

(\$0)

(0)

**Subcontracting Form**

Name of Subcontractor	Work Description and Estimated Hours/Days	Projected Cost
American Institutes for Research	support NYU TAP for Equity Partnerships Team with providing culturally-responsive trainings and materials to NYS and 922 hours	\$189,909

books

Total Subcontracting Cost	Total Project Budget	Percent of Subcontracting to Total Budget

\*subcontracting is limited to the amount set forth in the RFP

Vendor Signature: (use blue ink) <u><i>J. Delisa Pena</i></u>	Date: <u>2/25/25</u>
Printed Name: <u>J. DELISA PENA</u>	
Company Name: <u>NEW YORK UNIVERSITY</u>	
Company Address: <u>105 EAST 4th STREET, 4th FL.</u>	



Contract Number: C015281  
Contract Year: Yr. 1 (1/1/

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Agency Name: New York University  
Contract Number: C015281  
Prepared by: Vivian Osminina

Contract Year/Quarter: Yr. 1 (1/1/24-12/31/24)  
Phone #: 212-998-5206

2. Purchased Services		Budget		Requested Change		Modified Budget	
Provider of Services/Description	Calculation of Cost	Total	Calculation of Cost	Total	Calculation of Cost	Total	
American Institutes for Research	Based on submitted scope of work	\$189,909					
Stephanie Blackman Design	Based on submitted scope of work	\$52,750					
Subject Matter Expert	\$565/day up to 2 days	\$1,000					
Edward Fergus aka Collaborative	Based on submitted scope of work	\$1,451					
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Total Direct Costs (Sum of Items 1 - 8)	\$1,066,447	\$0	\$575,897
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7. Purchased Services w/BOCES		Budget		Requested Change		Modified Budget	
Des. of serv. & name of BOCES	Calculation of Cost	Total	Calculation of Cost	Total	Calculation of Cost	Total	
N/A	0	\$0					
0		\$0					
0		\$0					
Total Purchased Svcs w/BOCES		\$0		\$0		\$0	

6. Equipment		Budget			Request Change			Modified Budget		
Description of Item	Quantity	Unit Cost	Amount	Change in Quantity (+/-)	Change in Unit Cost (+/-)	Amount	Quantity	Unit Cost	Amount	
N/A			\$0			\$0			\$0	
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0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0			\$0	
0	0	0.00	\$0			\$0				

GRAND TOTAL	\$1,138,350	\$0	\$576,897
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