

REQUEST FOR PROPOSALS

Technology Breakthrough Grants for Teaching and Learning in Adult Education

FY2014-FY2015

Pursuant to the Workforce Investment Act, AEFLA, Section 231 (e),
Considerations (1), (2), (3), (4a), (4b), (5), (6), (7), (8)

Issued by:

The Rhode Island Department of Education
Office of Multiple Pathways

For more information contact:
Office of Adult Education
(401) 222-8455 or (401) 222-8991
Fax: (401) 222-3465
www.ride.ri.gov

Proposals due to Rhode Island Department of Education on:
August 8, 2014 by 4:00 p.m.

Rhode Island Department of Education
Office of Multiple Pathways
Adult Education
255 Westminster Street
Providence, Rhode Island 02903

**RHODE ISLAND BOARD OF EDUCATION
FOR ELEMENTARY AND SECONDARY EDUCATION
AND POSTSECONDARY EDUCATION**

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The Technology Breakthrough Grants for Teaching and Learning program is an activity of the Adult Education Technology Initiative.

PURPOSE

The goals of Adult Education in Rhode Island include preparing students for employment, post-secondary education, and participation in family and the community. In order to achieve these goals, adult education students need basic digital literacy skills including the ability to access computer-based testing (including but not limited to the GED, with January 2014 implementation), and to utilize digital learning as a component of adult and post-secondary education and job training. Adult Education supports adults in gaining the ability to complete online tasks increasingly required of them in the 21st century (examples include downloading and completing job applications, many social services forms, and banking.)

To meet College and Career Readiness Standards for Adult Education (CCR) and the demands of 21st century skills, competency in using technology is essential. RI Adult Education programs can play a key role in bridging the digital divide that can prevent our students from gaining equal access to learning and work opportunities and everyday life tasks by helping them develop and strengthen fundamental computer skills that apply to their next steps. This process includes the integration of digital technologies into instruction and also the modeling of technology usage across all adult education domains.

WORKPLAN

During 2013-2014, the primary piece of this work included enabling all staff in adult education programs to work toward acquiring a basic foundation of skills found in the Novice and more advanced levels of the RI Adult Education Practitioner Technology Standards for Instructors; that enabled them to:

- 1) support students in learning computer basics.
- 2) integrate technology into the program operations and classroom instruction.

During the 2014/15 program year, programs will be expected to require staff to build upon the basic skills/novice level of the RI Adult Education Practitioner Technology Standards for Instructors and focus on the integration and implementation of technology into program operations and classroom instruction, while continuing to support their students in learning computer basics.

Background

In the summer of 2013 the Rhode Island Department of Education, Office of Multiple Pathways (OMP) announced that funds would be available as technology incentive grants for distribution to eligible adult education agencies. As part of its Rhode Island Adult Education Technology Initiative 2013-2015, OMP convened a Technology Advisory Committee (TAC). The TAC worked throughout the fall of 2013 and spring of 2014 and developed a set of recommendations to be used as the foundation for a statewide technology plan. In addition, the TAC recommended that the Adult Education Office request proposals from eligible (currently RIDE funded) adult education agencies for the use of the Incentive Grant funds.

The TAC endorsed a broad vision of technology to:

Improve teaching and learning through the smarter use of data; and programs and teachers can direct their own learning, participate in online and hybrid communities of practice in their areas of interest, and seek assistance from peers or mentors far removed from the classroom. This vision of “connected teaching” and “personalized learning” can be applied to the adult education field and adult learners. For students, the potential uses of technology include the addition of relevant context to instruction, making it more meaningful and engaging for learners, and giving students the power to identify skill deficits and develop a plan of study based on that information. Active learning and problem based learning are approaches already used in the field of adult education and are an increasingly valuable set of workforce skills. The addition of mobile technologies, cloud computing and the increased demand for problem solving in a technology-rich environment mean that the acquisition of technology skills are essential.¹

Purpose

It is the Technology Advisory Committee’s (TAC) recommendation that the Incentive Grant funds be used to enable a greater exploration of what technology can provide in the teaching and learning environment. Consequently, this Request for Proposals is aligned with the foundations of the Adult Education Technology plan. Furthermore, it is the TAC’s intention to support proposals that align with the need to increase access to adult education as a critical component of workforce development.

In response to this recommendation, The Office of Multiple Pathways issues the following RFP.

¹ 2013 American Institute for Research Connected Teaching and Personalized Learning: Implications of the National Education Technology Plan (NETP) for Adult Education.

Technology Breakthrough Grants for Teaching and Learning in Adult Education

FY2014-FY2015

Approximately \$3,000 - \$9,000 is available to each RIDE funded Rhode Island Adult Education agency in one or more of the following categories of projects:

- Infrastructure and Equipment (including computer hardware, software and licenses)
- Teaching and Learning using technology, for example implementing new hybrid or online instructional models.
- Professional Development for technology use in the ABE program, for example an agency could offer PD to other practitioners or may need additional PD for existing staff on integrating technology into instructional practice.
- Start-up Grant, for agencies that are not currently using or are limited in the use of technology and wish to create a technology plan. For example funds could be used for the purchase of outside consultants time, extra staff time etc.

The proposal requires that you identify which category (s) you are intending to apply for and provide the following information:

1. A brief description of the project including how funds will be used (please include a budget narrative and basic program information using forms attached). A final budget with additional detail will need to be submitted upon initial approval from RIDE.
2. Target population that will be impacted by the project (size and description)
3. Evidence of need.
4. Description of how the project was chosen.
5. Evidence of staff readiness for/ability to benefit from the project.
6. Description of expected impact on student learning and outcomes.
7. Description of how learning or outcomes from the project will be shared widely within the field. Please choose one or more of the following:
 - Presentation at Annual Rhode Island Adult Education Conference
 - Posting description and outcomes to on-line web site
 - Providing information about project progress and outcomes at Technology Point Person meetings
 - Participation in the RIDE Virtual Learning Conference 2015
 - Site visit/demonstration
 - Other
8. Description of the next steps to sustain this work beyond the availability of the RIDE Incentive Grant funding.

Eligibility Requirements:

Applications will only be considered from eligible RIDE (currently) funded Adult Education Agencies. Agencies at all levels of technology proficiency are invited to apply.

Responsibilities of grant award recipients

1. Reporting
 - Report on implementation progress in the RIDE quarterly narrative reports.
 - Sharing the learning or outcomes from the project with others from across the state via one or more of the following:
 - Presentation at Annual Adult Education Conference
 - Posting description and outcomes to on-line web site
 - Providing information about project progress and outcomes at TPP meetings
 - Participation in the RIDE Virtual Learning Conference 2015
 - Site visit – demonstration
 - Other
2. Expenditure reimbursement requests must be submitted on a monthly/regular basis
3. Equipment inventory and storage systems must be maintained

Funding and Duration of Project

Final award amounts will be based on the number of applications, the need presented, and the quality of the proposals. Final allocations are at the sole discretion of RIDE.

The project will be funded for September 2, 2014 – March 30, 2015, with final, related expenditure reimbursement requests due to RIDE by April 15, 2015.

Procurement Timeline

July 15, 2014	Announcement of Request for Proposals – Technology Grants
July 28, 2014	Mandatory Information Session
August 8, 2014	Proposal due to RIDE
August 11- 29, 2014	Proposals Reviewed
September 2, 2014	Awards Announced

*Proposals received after the deadline will not be considered and the funds will be proportionally redistributed to eligible agencies.

Mandatory Information Session

An information session will be held prior to the due date of proposals to discuss and explain the RFP and offer an opportunity for questions to be addressed. We require at least one representative per organization to attend this session. We will only accept proposals from organizations that registered for and attend this information session.

This session will be held on **Monday, July 28, 2014** from 10:00 A.M. – 12:00 P.M. at the
Cranston Central Library, 140 Sockanosset Cross Road, Cranston, RI.

To sign up for this session you must email Sonya Barbosa: sonya.barbosa@ride.ri.gov with the following information at least 24 hours prior to the session:

Agency/Provider: _____

Name(s), Phone Number(s), and E-mail Addresses of Those Attending:

1)

2)

Rating Guidelines:

Proposals will be rated on the criteria found in the proposal:

1. A brief description of the project including how funds will be used (please include a budget narrative and basic program information using the forms that are attached). A final budget with additional detail will need to be submitted upon initial approval from RIDE.
2. Target population that will be impacted by the project (size and description).
3. Evidence of need.
4. Description of how the project was chosen.
5. Evidence of staff readiness for/ability to benefit from the project.
6. Description of expected impact on student learning and outcomes.
7. Description of how learning or outcomes from the project will be shared widely within the field.
8. Description of the next steps to sustain this work beyond the availability of the RIDE Incentive Grant funding.

Criteria will be reviewed using the following scale:

- | | |
|-------------|--|
| Excellent - | Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived, thoroughly developed with promising program impact. |
| Good - | General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and weaknesses exist. |
| Marginal - | Vague, not clearly or explicitly stated. Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail. |
| Inadequate- | Does not meet the criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met. |

Actual award amounts will be based on the amount of funds available, the number of approved applications, the need presented, and the quality of the proposals. Final allocations are at the sole discretion of RIDE.

RHODE ISLAND DEPARTMENT OF EDUCATION

Proposal for Technology Breakthrough Grants in Adult Education

Agency/Provider _____

Name of Contact Person _____

Agency Address _____

City/Town

State

Zip Code

Employer Identification Number

Telephone

Fax

E-mail

Guidelines

- Please try to be concise and specific in your responses to the questions on the following page. If you need additional space for your answer you may add additional pages.
- If the review committee has questions or requires additional information they will contact you in writing and may request a written response.
- Applications will only be considered from eligible RIDE (currently) funded Adult Education Agencies.
- Proposals received after the deadline will not be considered and the funds will be proportionally redistributed to eligible agencies.
- Programs must send a representative to the mandatory information session.

Please indicate which category or categories you are applying for by placing an X before each item:

- _____ Infrastructure and Equipment (including computer hardware, software and licenses). Related cost basis, inventory controls and assurances will be required with final approvals.

- _____ Teaching and Learning using technology, for example implementing new hybrid or online instructional models.

- _____ Professional Development for technology use in the ABE program, for example an agency could offer PD to other practitioners or may need additional PD for existing staff on integrating technology into instructional practice.

- _____ Start-up Grant – for agencies that are not currently using or are limited in their use of technology and wish to create a technology plan. For example funds could be used for the purchase of outside consultants time, extra staff time etc.

Please respond to the following questions:

1. A brief description of the project including how funds will be used. Please include a draft budget narrative and basic program information using the attached templates. A final budget with additional detail will be required to be submitted upon initial proposal approval from RIDE. Instructions for the submission of a final budget will be provided to approved projects as part of the grant award correspondence.

2. Target population that will be impacted by the project (size and description)

3. Evidence of need

4. Description of how the project was chosen.

5. Evidence of staff readiness for/ability to benefit from the project.

6. Description of expected impact on student learning and outcomes in measurable terms. Please include units of measure and deliverables, where appropriate.

7. How learning or outcomes from the project will be shared widely within the field and statewide.

Please indicate your choice of one or more by placing an X before each item:

- Presentation at Annual Adult Education Conference
- Posting description and outcomes to on-line web site
- Providing information about project progress and outcomes at TPP meetings
- Participation in the RIDE Virtual Learning Conference 2015
- Site visit
- Other _____

8. Description of the next steps to sustain this work beyond the availability of the RIDE Incentive grant funding.

Please answer the following questions by placing an X before the term that represents your response (Agree; Disagree).

A. We are interested in centralized/bulk purchasing of hardware /software/licenses.

_____ Agree
_____ Disagree

Please identify which hardware, software or licenses you are interested in:

B. We are interested in the use of (paid) outside consultants or experts from other agencies for assistance in our project.

_____ Agree
_____ Disagree

Please identify such expertise if possible:

C. We are interested in partnership opportunities with other adult education agencies that will make a significant contribution to our project.

_____ Agree
_____ Disagree

Please identify partners if possible:

SIGNATURE OF AGENCY DIRECTOR/OR
OTHER RESPONSIBLE AGENT

DATE

Please send original, 5 paper copies, 1 original and one electronic copy (to aerfp@ride.ri.gov)
Before 4:00 p.m. on August 8, 2014 to
Office of Multiple Pathways
Rhode Island Department of Education,
255 Westminister Street, 4th Floor,
Providence, RI 02903

Proposal for Technology Breakthrough Grants in Adult Education Instructions

Required Format

Please use the proposal form attached to this RFP to apply. Note that each section will be reviewed separately and all pertinent information must be fully addressed in the appropriate sections.

In addition, please include only requested attachments, which are limited to:

- Budget Narrative
- Basic Program Information Guide
- Completed and signed Application Format Checklist with the application.
- Assurances

Note that a budget summary, budget detail pages and equipment inventory procedures will be required to be submitted prior to final grant award.

A complete application packet includes one (1) original, five (5) copies and one electronic copy sent to AERFP@ride.ri.gov:

- Proposal Format Checklist with original signature
- Proposal
- Basic Program Information Guide
- Budget Narrative
- Assurances with original signatures

The deadline for receipt of a proposal at the Rhode Island Department of Education is:

August 8, 2014 by 4:00 p.m.

Completed applications should be mailed to the attention of Sonya Barbosa at:

Rhode Island Department of Education
Office of Multiple Pathways
Adult Education
255 Westminister Street
Providence, RI 02903

THE PROPOSAL FORMAT CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH THE APPLICATION.

Proposal Format Checklist:

- All pertinent information is fully addressed in the appropriate sections of the application
- The Basic Program Information form is complete
- The Budget Narrative form is complete
- Assurances are signed and included
- The reviewing criteria/rubric has been reviewed
- This completed Proposal Format Checklist is signed and included
- The complete proposal packet includes 1 original, 5 copies and one electronic version sent to AERFP@ride.ri.gov

Signature: _____ Date: _____

**BASIC PROGRAM INFORMATION GUIDE – Technology for Teaching and Learning in Adult Education
2014 – 2015**

Please complete sections of the guide that pertain to your grant funded technology project:

Program Name: _____ Grant Program Contact: _____ Telephone: _____ Email: _____		Grant Program Location: _____ _____ _____	
Priorities related to grant program	<input type="checkbox"/> 1.1 Low Literacy & Family Literacy <input type="checkbox"/> 1.2 Comprehensive Community-Based <input type="checkbox"/> 2.1 Contextualized Learning	<input type="checkbox"/> 2.3 ESL Transitions <input type="checkbox"/> 2.4 Transition to College/Rigorous ASE to College <input type="checkbox"/> 3.2 Student Leadership	
Class Types & Projected Student #s Total Student # _____	_____ Beginning ESOL Literacy (SPL 0-1) _____ Low Beginning ESOL Literacy (SPL 2) _____ High Beginning ESOL Literacy (SPL 3) _____ Low Intermediate ESOL (SPL 4) _____ High Intermediate ESOL (SPL 5) _____ Low Advanced ESOL (SPL 6)	_____ ABE Literacy (GLE 0-1.9) _____ Beginning ABE (GLE 2- 3.9) _____ Low intermediate ABE (GLE 4 – 5.9) _____ High intermediate ABE (GLE 6 – 8.9) _____ Low ASE (GLE 9 – 10.9) _____ High ASE (GLE 11 – 12.9)	
Partnership	Please identify organizations you may be partnering with on this technology project and briefly describe the nature of the partnership:		
Skills Taught	<input type="checkbox"/> Reading <input type="checkbox"/> Writing <input type="checkbox"/> Listening <input type="checkbox"/> Speaking <input type="checkbox"/> Math/Numeracy	<input type="checkbox"/> GED Prep <input type="checkbox"/> Work readiness <input type="checkbox"/> Work-based learning <input type="checkbox"/> Computers/technology <input type="checkbox"/> Other/Notes: _____ _____	
Content/Curriculum	Please describe specific content/thematics/curricula used with these grant funds:		
	Please describe instructional strategies/methodologies (research/evidence-based and other) in use with these grant funds:		

2014-2015
 BUDGET NARRATIVE
 Technology for Teaching and Learning in Adult Education

Adult Education Program Name: _____

CATEGORY	AMOUNT	DESCRIPTION
51000 SALARIES		
52000 FRINGE		
53000 PROFESSIONAL AND TECHNICAL SERVICES		
54000 PROPERTY SERVICES		
55000 OTHER PURCHASED SERVICES		
56000 SUPPLIES AND MATERIALS		
58000 MISC		
60000 INDIRECT COSTS		
57000 EQUIPMENT		
Total Project Budget		

Provide brief descriptions for expenses in your 2014-2015 Technology for Teaching and Learning in Adult Education budget. Detail and summary pages will be required upon final grant award. The narrative helps RIDE staff understand the scope and size of the project and provides the justification for “how and “why” a line item helps to meet the project’s deliverables.

State Assurances for Federal Grant Awards

Article 1

Parties to Agreement. This Agreement is made by and between the Rhode Island Department of Elementary and Secondary Education (RIDE) and the party specified in SECTION I A1 (the Grantee).

Article 2

Period of Performance. This Agreement will be effective on the starting date as specified in SECTION I A2 and, unless renewed or extended, will expire on the termination date as specified in SECTION I A2. It is understood and agreed by and between the parties that this Agreement covers work and services to be provided by the Grantee for the period specified in SECTION I A2.

Article 3

Modification of Agreement. This Agreement may be amended in accordance with Article II herein and/or may be amended or extended by mutual written consent provided that such consent may not be unreasonably withheld, and further provided, that there is a fiscal appropriation for any extension.

Article 4

Contract Officer. The Grantee agrees to maintain close and continuing communication with the RIDE contract officer, as specified in SECTION I A3, throughout the performance of work and services undertaken under the terms of the Agreement. The contract officer is responsible for authorizing all payments made by RIDE to the Grantee under this Agreement.

Article 5

Project Officer. The project officer, as specified in SECTION I A4, is responsible for coordinating and reporting work performed by the Grantee under this agreement.

Article 6

Delays. Whenever the Grantee has knowledge that any actual or potential situation is delaying, or tends to delay the timely performance of work under this Agreement, the Grantee shall immediately give written notice thereof, including all relevant information with respect thereto, to the RIDE.

Article 7

Funding. This is a cost reimbursement Agreement. In consideration of work and services performed by the Grantee in accordance with SECTION II of this Agreement, RIDE agrees to reimburse the Grantee for allowable costs incurred by the Grantee under this Agreement in an amount not to exceed the amount specified in SECTION I A6 and in accordance with estimated expenditures as set forth in SECTION III Budget. RIDE shall process all invoices within 30 days of date of invoice.

All payments are provisional pending the final audit by the appropriate state and/or federal officials.

Article 8

Federal Funding Provisions. Funds made available to the Grantee under this Agreement are or may be derived from federal funds made available to RIDE. The provisions of Article 7 and SECTION III notwithstanding, the Grantee agrees to make claims for reimbursement under this Agreement in Accordance with federal policies governing allowable costs to be charged against federal grants. The Grantee agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Grantee may hold which provides funding from state or federal sources. The Grantee further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Grantee for reimbursement under this Agreement, and/or (b) submitted by the Grantee in meeting any cost participation requirements.

In executing this Agreement the Grantee is serving as grantee or independent contractor under a federal grant or contract between the federal government and RIDE. The master grants award or cooperative agreement made to RIDE by the federal government governing activities under this Agreement is, therefore, made a part of this agreement. The Grantee specifically agrees to abide by all applicable federal requirements for grantees, contractors, or independent contractors receiving federal funds including, but not limited to, those requirements set

forth or referenced in the master grant or contract relating to this Agreement and in the following documents which are incorporated by reference hereto: 45CFR Part 74 (Administration of Grants); DHHS Publication OASH 90-50,000 (Grants Policy Statement) Rev. 4/94; OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Nonprofit organizations); and A-133 (Audits of Institutions of Higher Education and Other Nonprofit Organizations).

It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDE due to the failure of the Grantee to comply with the terms of this agreement, the Grantee is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. The amount of the denied funding shall be payable upon demand of RIDE.

Article 9

Prepayment. Articles 7 and 8 notwithstanding, prepayment will be allowed provided that it is requested and approved under the appropriate mechanism and subsequently accounted for with proper documentation.

Article 10

Withholding of Payments. The Grantee shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Grantee to perform or deliver required work, services, or reports under this Agreement due to its own negligence may result in the withholding of payments by RIDE to the Grantee.

The Grantee understands and agrees that failure to meet its requirements under this Agreement may result in withdrawal of other state or federal funds that may have been made available to the Grantee hereunder, at the option of RIDE.

Article 11

Termination of Agreement. This Agreement may be terminated upon thirty (30) days written notice by either party. In the event of termination by either party, all property and finished or unfinished documents, data, studies, and reports prepared by the Grantee under this Agreement, shall be assigned as described herein in Article 17. Notwithstanding the above, the Grantee shall not be relieved of liability to RIDE for damages sustained by RIDE by virtue of any breach of this Agreement by the Grantee; and RIDE may withhold payment to the Grantee for the purpose of setoff until such time as the exact amount of damages due to RIDE from the Grantee is determined. Notice of the effective date of termination will include the reports that must be completed. The above mentioned thirty (30) days written notice notwithstanding, RIDE expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to the Grantee, in the event that the funding underlying the participation of RIDE is limited or curtailed. Further, the Grantee agrees to hold RIDE harmless from any and all liability, which may arise as a result of the Grantee executing the terms of this Agreement

In the event of termination by either party, final payment by RIDE to the Grantee for work and services provided by the Grantee under this Agreement up to the effective date of termination shall be made in proportion to work completed and allowable expenses incurred, in accordance with the principles of cost reimbursement, agreements and contracts. Notwithstanding the foregoing, costs related to any reports required to be completed after the effective date of termination will be reimbursed.

Article 12

Recordkeeping/Inspection of Records and Reports. The Grantee agrees to keep discrete financial records of expenditures made under this Agreement, including time records of employees whose work is to be charged in whole or in part to this Agreement; to maintain such records in accordance with standard accounting practices; to make such records available on request to appropriate state and/or federal officials for examination or audit, ensure that audits are conducted in accordance with OMB Circulars A-110 and A-133 if applicable, and to keep such records on file until the final audit of RIDE records under the federal grant funding of this Agreement, or until such time as federal provisions permit the records to be discarded. All management correspondences that accompany audit reports must be sent to RIDE. If a client served by this grant is charged for service, the Grantee must report this income.

Article 13

On-Site Inspection. The Grantee agrees to permit on-site monitoring, evaluation, and inspection of all activities

related to this Agreement by officials of the RIDE, its designee, and, where appropriate, the federal government.

Article 14

Partnership. It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Grantee included in this Agreement as employees, agents, or representatives of RIDE.

Article 15

Non-liability for Personal Injuries. The Grantee will indemnify and hold the State of Rhode Island, RIDE, and its officials harmless against any claims for injury or damage of any kind to persons or property occurring or arising during the period of this Agreement.

Article 16

Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Article 17

Proprietorship. RIDE and the Grantee shall be considered Joint Owners (as that term is defined by US Copyright Law) of all intellectual property including finished or unfinished documents, computer software, data studies, and reports prepared or acquired by the Grantee under this Agreement and for which reimbursement was claimed under this Agreement. RIDE will own all tangible property and equipment acquired by the Grantee under this Agreement and for which reimbursement was claimed under this Agreement. The Grantee further understands and agrees to abide by federal regulations, requirements, and policies governing the disposition of equipment or property purchased with funds made available to the Grantee under this Agreement or with funds identified by the Grantee as matching expenditures under this Agreement. The Grantee agrees to maintain an equipment inventory list under this Agreement and to identify related equipment properly for inspection.

Article 18

Copyright. Reports or other documents produced in whole or in part under this Agreement shall either bear no copyright notice or indicate that the Grantee and RIDE are Joint Owners of the copyright.

Article 19

Publicity. The Grantee will give due credit to RIDE and the appropriate state and/or federal agencies. RIDE will be credited on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement. RIDE will give due credit to the Grantee on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement.

Article 20

Interest of the Grantee. The Grantee covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 21

Civil Rights. The Grantee agrees to abide by applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 (P.L. 94-135, Title III); the Americans with Disability Act of 1990 (P.L. 101-336); all other applicable federal and state laws relating to equal employment opportunities; State Executive Order No. 19 dated 15 December 1977, State Executive Order No. 80-9 dated 24 March 1980, and State Executive Order No. 85-11. The Grantee asserts that no person shall, on the grounds of race, color, national origin, religion, sex, age, political belief, sexual preference, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities undertaken in behalf of this Agreement. In addition, the Grantee agrees to establish a procedure for complaint from any person who believes that such discrimination is being practiced in any activity relating to this Agreement.

Article 22

Drug Free Workplace Policy. The Grantee agrees to comply with the requirements of the Governor's Executive Order No. 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. The Grantee acknowledges that a violation of the Drug Free Workplace Policy may, at RIDE's option; result in termination of this Agreement.

Article 23

Environmental Tobacco Smoke. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the entity and used routinely or regularly for the provision of RIDE day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Article 24

Subcontracts. Any proposed subcontract under this Agreement shall be submitted to the Rhode Island Department of Elementary and Secondary Education contract officer for approval prior to execution. Failure to comply with the provisions of this article could result in denial of reimbursement for such non-approved sub contractual services.

Article 25

Lobbying. All Grantees must comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including but not limited to 31 U.S.C. Section 1352 and Section 503 of the Departments of Labor, RIDE and Human Services, and Education, and Related Agencies Appropriations Act (Public Law 104-209).

Article 26

Controller's Approval. This Agreement shall take effect upon the issuance of a purchase order, cooperative agreement, and/or grant award by the State Controller.

Article 27

Licensure/Certification. The Grantee shall have any and all licenses necessary to operate his/her facility in place prior to the start date of this Agreement and for the duration of the grant period. Further, all personnel delivering RIDE care services shall be licensed/certified and/or registered as required by law.

Director's Signature

Date

ASSURANCES (Adult Education):

The applicant hereby assures the Rhode Island Board of Education that:

- A. All programs, services and activities covered by this application will be operated in accordance with the state and federal laws and policies for adult basic education.
- B. The applicant will adopt and use proper methods of administering each such program including:
 - a. The enforcement of any obligations imposed by law on agencies, institutions, organizations and recipients responsible for carrying out each program; and
 - b. The correction of deficiencies in program operations that are identified through audits, monitoring or evaluation.
- C. The applicant will cooperate in carrying out any evaluations of each program conducted by or for the State Educational Agency, the Secretary of Education or other Federal officials.
- D. The applicant will:
 - a. Make reports to the State educational agency and the Secretary of Education as may be necessary to enable each agency and the Secretary to perform their duties under each such program;
 - b. Maintain such records, provide such information and afford access to the records as the SEA or the Secretary may find necessary to carry out the SEA's or the Secretary's duties. This includes all appropriate reports required by the Office of Adult Education will be submitted when due. All student level information will be entered into CALIS minimally every other week. (by the 1st and 15th of every month). Failure to adhere to this schedule may result in delays or terminations of payments.
- E. Federal funds made available will be used to supplement, and to the extent practical, increase the amount of local funds that would, in the absence of such federal and/or state funds, be made available. In no case will federal funds supplant local funds.
- F. Federal and/or state funds will not be commingled with local funds so as not to lose their identity.
- G. The applicant will use such fiscal control and fund accounting procedures as well ensure proper disbursement of, and accounting for, Federal funds paid to such applicant under each such program.
- H. It will actively participate in Division efforts to evaluate or assess the effectiveness and/or impact of this project.
- I. All funds will be used as stipulated in the application. All requests for budget variances must be submitted to the Department in accordance with the Department's fiscal requirements.
- J. This project meets with School Committee or Board of Directors approval.

CIVIL RIGHTS ASSURANCES:

All recipients of assistance under these grants made pursuant to the ESEA shall comply with the following Federal and State civil rights statutes and regulations:

- (a) 42 USC, Sections 1981 and 1983 (...acts prohibited on the basis of race);
- (b) Title VI and VII of the Civil Rights Act of 1964 (...acts prohibited on the basis of race, color, religion, sex, or national origin);
- (c) Title IX of the Education Amendments of 1972, as amended, 20 United States Code 1681 et. Seq. (acts prohibited on the basis of sex);

- (d) 42 USC, Section 1601 et seq. (...acts prohibited on the basis of age);
- (e) Section 504 of the Rehabilitation Act of 1973, as amended, 20 USC 794 (...acts prohibited on the basis of handicap);
- (f) 24 USC, Section 12100 et seq. [The Americans with Disability Act] (...acts prohibited on the basis of disability);
- (g) Section 16-38-1 of the Rhode Island General Laws, as amended (discrimination because of race or age);
- (h) Section 16-38-1.1 of the Rhode Island General Laws, as amended (discrimination because of sex);
- (i) Chapter 42-87 of the Rhode Island General Laws, as amended (Civil Rights of Individuals with Handicaps); and
- (j) Sections 28-5.1-13 and 28-5.1-14 of the Rhode Island General Laws, as amended (Private educational institutions – compliance with state policy of non-discrimination and affirmative action).

As a legal authorized representative of the applicant agency, I hereby certify that to the best of my knowledge, the information contained in this application is correct and that the applicant agency will comply with all assurances.

 SUPERINTENDENT OF SCHOOLS
 AGENCY DIRECTOR/OR
 OTHER RESPONSIBLE AGENT

 DATE

 CHAIRPERSON, SCHOOL COMMITTEE/OR
 GOVERNING BOARD

 DATE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The Prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

SIGNATURE	DATE
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