

# **REQUEST FOR PROPOSAL (RFP)**

Master Scheduling Services

#### **Issued By:**

Valley Central School District 944 State Route 17K Montgomery, New York 12549

Brad Conklin, Assistant Superintendent for Business/Purchasing Agent brad.conklin@vcsdny.org | (845) 457-2400 Ext. 18122

RFP Issuance Date: December 19, 2025

Proposal Due Date: January 6, 2026, 2:00 PM

#### **Background**

The Valley Central School District (VCSD) seeks proposals from qualified educational consultants or firms with expertise in K-12 master scheduling. The selected consultant will partner with the district and building leadership to design and build an innovative high school master schedule and to review, audit, and recommend improvements to K-8 master scheduling practices. This work is aligned to:

- Priority 1 of the District's Strategic Plan Elevating Student Success, and
- Priority 2 of the District's Strategic Plan-Community Belonging & VC Pride
- The proposed New York State Inspire's Plan

Both the District Strategic Plan and NY Inspire's Plan emphasize equity, access, coherence, and systematic improvement to ensure all students graduate prepared for college, career, and post-secondary life.

The District recognizes that master scheduling is a powerful instructional lever that directly impacts student learning and outcomes. Valley Central seeks a partnership with someone who can support student-centered scheduling practices that expand opportunities, protect instructional time, and remove barriers to access.

#### **District Goals**

Through this work, Valley Central aims to:

- Maximize instructional time, K-12
- Expand equitable access to advanced coursework, enrichment, and acceleration
- Ensure interventions and students supports (i.e. AIS) do not limit access to core instruction or opportunities
- Strengthen scheduling structures that support all learners, including students with disabilities, multilingual learners, and at-risk students
- Align scheduling practices with evolving graduation pathways, instructional priorities, and student needs
- Examine the current model of after-school academic support (post-session) and identify ways to redesign and embed such support and intervention within the instructional day

#### Scope of Work

The consultant will collaborate with district and building leadership to:

- Analyze current scheduling structures, course offerings, staff assignments and allocations, and enrollment trends
- Evaluate access to advanced coursework (i.e. AP, Honors, CTE pathways, Dual Enrollment), electives, and academic supports that provide at-risk students with multiple opportunities to recover credit, strengthen skills, and improve academic performance
- Integrate post-session support into the school day where appropriate
- Design a comprehensive, student-centered high school master schedule that expands access to
  coursework and multiple graduation pathways, supports targeted interventions without restricting
  student choice, aligns with contractual and regulatory requirements, and reflects equitable
  scheduling practices, including built-in common planning time
- Identify opportunities to increase protected instructional minutes at the K-8 levels and strengthen the integration of intervention, enrichment, and core instruction

## **Report Requirements/Deliverables**

The selected consultant will provide the following deliverables electronically and hard copies shall be provided upon request:

- A finalized, comprehensive high school master schedule aligned to graduation requirements, instructional priorities, and equitable access goals for high achieving and at-risk students
- A written high school scheduling rationale that outlines areas of opportunity, current constraints and/or challenges that are either being addressed or need to be addressed, tradeoffs, and equity considerations
- A K-8 master scheduling audit summary that includes findings related to instructional time, consistency and coherence
- Clear, actionable recommendations for K-8 scheduling improvements for short and long-term adjustments and considerations
- Sample schedules where applicable to support collaborative decision making
- Opportunities for district and building level leadership team to review drafts, provide feedback, and refine recommendations, collaboratively

#### **Overall Objective**

The Valley Central School District seeks a consultant partner who understands that master scheduling is not simply a technical exercise, but a critical instructional and equity-driven process that directly impacts student success.

#### **Required Qualifications/Experience**

- Demonstrated expertise in high school master schedule development
- Experience reviewing and improving K–8 master scheduling practices
- Strong understanding of instructional best practices, MTSS and AIS
- Experience designing schedules that expand equitable access to advanced coursework (e.g., AP, Honors, CTE, Dual Enrollment)
- Knowledge of graduation requirements, contractual considerations, and regulatory constraints
- Experience working collaboratively with district and building leadership teams
- Successful work with public school districts of similar size and complexity

## **Familiarity with Public Sector Requirements:**

Experience working with school districts, municipalities, or other public entities, including knowledge of multiple scheduling models for Elementary, Middle and High School is preferred but not required.

#### **Project Timeline:**

#### **Capacity and Availability**

Ability to complete assignments within an established turnaround time set forth by the first collaborative meeting. The District recognizes that timelines may be refined collaboratively with the selected consultant and work will begin January 2026 through July 2026.

# Fee Proposal

Proposals must include a detailed fee proposal that clearly outlines:

- Estimated total project cost for providing the consulting services requested in this RFP
- Breakdown of fees by phase, service, or deliverable
- Identification of any additional or optional services and associated costs or reimbursable expenses

# **Proposal Requirements**

All proposals must include the following elements, presented in the order listed below:

#### 1. Letter of Interest

A brief letter indicating the firm's interest in providing master scheduling services to VCSD and acknowledging understanding of the scope and requirements of this RFP.

# 2. Firm/Consultant Profile and Qualifications

- Overview of the firm, including size, history, and areas of specialization.
- Relevant experience in master scheduling with public school districts

#### 3. Fee Proposal

Proposals must include a detailed fee proposal that clearly outlines:

- Estimated total project cost for providing the consulting services requested in this RFP
- Breakdown of fees by phase, service, or deliverable
- Identification of any additional or optional services and associated costs or reimbursable expenses

#### 4. References

- Contact information for at least three clients for whom similar services were provided.
- Description of the master scheduling work performed for each reference.
- 5. Attachment A Completed Non-Collusion form
- 6. Attachment B Completed Iran Divestment Act Form
- 7. Certificate of Insurance that meets the insurance specifications listed in Attachment C
- 8. Attachment D Completed Addendum to Agreement (Data Privacy and Parents' Bill of Rights)

#### **Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

# 1. Qualifications and Experience

Demonstrated capability and experience in providing master scheduling services.

#### 2. Fee Structure and Cost Effectiveness

Clarity and competitiveness of the fee proposal.

#### 3. References and Past Performance

Quality and relevance of references and the proposer's track record on comparable assignments.

The District reserves the right to conduct interviews and request additional information.

#### **Submission Instructions**

#### **Deadline:**

All proposals must be received no later than Tuesday, January 6, 2025 at 2:00 PM.

#### **Format:**

Submit one (1) original and one (1) copy of the proposal.

#### **Delivery Address:**

Valley Central School District Attn: Brad Conklin, Assistant Superintendent for Business 944 State Route 17K Montgomery, New York 12549

Proposals must be clearly labeled:

"RFP: Master Scheduling Services - Valley Central School District"

Late submissions will not be considered.

#### **Additional Information and Conditions**

- The District reserves the right to reject any or all proposals, to waive informalities, and to accept the proposal that is in the best interest of the District.
- Issuance of this RFP does not obligate the District to award a contract.
- All proposal materials become the property of the District upon submission.
- Any costs incurred in preparing or submitting a proposal are solely the responsibility of the proposer.

#### **Inquiries**

All questions regarding this RFP must be submitted in writing no later than December 29, 2025 to:

Ivelisse Mojica

Assistant Superintendent for Curriculum and Instruction

Email: ivelisse.mojica@vcsdny.org

Responses to all RFP document inquiries will be distributed to all parties who have received the RFP via email on December 30, 2025 and posted on the District website.

# Attachment A Non-Collusion Certification

#### NON-COLLUSIVE BIDDING CERTIFICATION

(Required by Section 103-d of the New York State General Municipal Law)

By submission of this proposal, the undersigned certifies, under penalty of perjury, that:

- 1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or competitor;
- 2. Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening of proposals, directly or indirectly, to any other proposer or competitor; and
- 3. No attempt has been made or will be made by the proposer to induce any other person, partnership, corporation, or firm to submit or not submit a proposal for the purpose of restricting competition.

Company Name:	 	
Address:		
Authorized Signature: _		
Print Name and Title: _	 	
Dotos		

# Attachment B Iran Divestment Act Certification

#### IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(Required by New York State General Municipal Law §103-g)

By submission of this proposal, the undersigned certifies that:

- 1. The proposer is not identified on the list created and maintained by the New York State Office of General Services (OGS) pursuant to the Iran Divestment Act of 2012;
- 2. The proposer is not engaged in investment activities in Iran as defined by the Act; and
- 3. The proposer shall not, during the term of any contract with the Valley Central School District, engage in activities that would cause it to appear on the OGS list.

The proposer understands that providing false certification or failing to notify the District if the certification becomes false during the contract term may result in termination of the contract and other legal remedies available to the District.

Company Name:	 	
Address:	 	
Authorized Signature:		
Print Name and Title:		
Nata.		

#### Attachment C

# INSURANCE REQUIREMENTS - PROFESSIONAL CONSULTANTS

- 1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
- 2. The policy naming the District as an Additional Insured shall:
- Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New a. York State. A New York licensed and admitted insurer is strongly preferred.
- State that the organization's coverage shall be primary and non-contributory coverage for the District, its b. Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
- Additional insured status for General Liability coverage shall be provided by standard or other endorsements C. that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.

The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.

At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.

- The professional consultant agrees to indemnify the District for applicable deductibles and self-insured 4. retentions.
  - 5. Minimum Required Insurance:
  - a. Commercial General Liability Insurance

\$1,000,000 per Occurrence/ \$2,000,000 Aggregate \$2,000,000 Products and Completed Operations \$1,000,000 Personal and Advertising Injury \$100,000 Fire Damage

\$10,000 Medical Expense

# b. Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

#### c. Workers' Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state.

The form can be completed and submitted directly to the WC Board online.

# d. Professional Errors and Omissions Insurance

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

#### e. Umbrella/Excess Insurance

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.

#### **Attachment D**

#### ADDENDUM TO AGREEMENT

Regarding
Data Privacy and Security
In Accordance with Section 2-d of the New York Education Law

This	is	an	addendum (the	"Addendum") to	an	agreement	entered	into	by	betwe	en
					with	n its principa	l place of	f busir	ness	located	l at
				("(	Cont	tractor"), and	d Valley	Centra	al Sc	hool D	District,
with	its	prin	cipal place of b	usiness located at	94	4 State Rt.	17K, M	ontgo	mery	, NY	12549
("Dis	stric	t"). <sup>¹</sup>	Upon being exec	uted by Contracto	r's a	and District's	authoriz	ed rep	orese	entative	es, this
Adde	endu	ım s	hall be deemed t	o have been in ful	l fo	rce and effect	ct as of the	he eff	ectiv	e date	of the
Agre	eme	ent it	amends.								

WHEREAS, the District is an educational agency within the meaning of New York State Education Law, Section 2-d ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d; and

WHEREAS, Contractor and its authorized officers, employees, students and agents shall have access to "student personally identifiable information (PII)," "student data" and/or "teacher or principal data" regulated by Section 2-d; and

**WHEREAS**, the provisions of this Addendum are intended to comply with Section 2-d in all respects. To the extent that any term of the Agreement conflicts with the terms of this Addendum, the terms of this Addendum shall apply and be given effect.

**NOW, THEREFORE**, it is mutually agreed that the Agreement is hereby amended in accordance with this Addendum, as follows:

#### 1. Confidential Information

- 1.1 Contractor agrees that in performing the Original Agreement with the District, Contractor may have access to confidential information in the possession of the District, including student, teacher or principal personally identifiable information ("PII"). For the purposes of this Addendum and the Original Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Contractor or developed or maintained by Contractor through any activity related to the Original Agreement. This Confidential information includes student, teacher and/or principal data (as the terms are defined under Section 2-d.
- 1.2 Contractor agrees to comply with Section 2-d, and the corresponding regulations promulgated by the Commissioner of Education of New York ("Commissioner") thereunder. In addition, Contractor agrees to comply with any changes in Section 2-d, or the Commissioner's regulations that may be amended or modified during the term of the Original Agreement. Upon request by the District, Contractor shall provide the District with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. Upon expiration of the Agreement to which this Addendum applies, without a successor agreement in place, Contractor shall assist the District in exporting all student, teacher and/or

principal data previously received by Contractor from, or developed on behalf of, the District, and Contractor shall, at the request of the District, either securely delete any student, teacher and/or principal data remaining in Contractor's possession or return the student, teacher and/or principal data to the District. If student, teacher and/or principal data is to be maintained by Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Contractor in a secure data facility located within the United States.

1.3 The parties further agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of the Original Agreement.

# 2. Data Inspection and Challenges to Data

Education Law Section 2-d and FERPA provide parents and eligible students the right to inspect and review their child's or the eligible student's PII stored or maintained by the District. To the extent PII is held by Contractor pursuant to the Original Agreement, Contractor shall respond within thirty (30) calendar days to the District's requests for access to PII so the District can facilitate such review by a parent or eligible student. If a parent or eligible student contacts Contractor directly to review any of the PII held by Contractor pursuant to the Original Agreement, Contractor shall promptly notify the District and refer the parent or eligible student to the District.

In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Contractor pursuant to the Agreement, the challenge will be processed in accordance with the procedures of the District.

A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal personally, which is disclosed to Contractor pursuant to the Agreement, shall do so in accordance with the procedures for challenging APPR data, as established by the District.

#### 3. Training

Contractor represents and warrants that any of its officers, employees, and/or assignees who will have access to student, teacher and/or principal data pursuant to the Original Agreement will receive training on the federal and state laws governing confidentiality of such student, teacher and/or principal data, prior to obtaining initial or any further access to such data.

#### 4. Use/Disclosure of Data

- 4.1 Contractor shall not sell or use for any commercial purpose student, teacher and/or principal data that is received by Contractor pursuant to the Agreement or developed by Contractor to fulfill its responsibilities pursuant to the Agreement.
- 4.2 Contractor shall use the student, teacher and/or principal data, records, or information solely for the exclusive purpose of and limited to that necessary for the Contractor to perform the duties and services required under the Original Agreement. Such services include, but are not limited to\_\_\_\_. Contractor shall not collect or use educational records of the District or any student,

teacher and/or principal data of the District for any purpose other than as explicitly authorized in this Addendum or the Original Agreement.

4.3 Contractor shall ensure, to the extent that it receives student, teacher and/or principal data pursuant to the Agreement, that it will not share Confidential Information with any additional parties, including an authorized subcontractor or non-employee agent, without prior written consent of the District. Contractor shall indemnify and hold the District harmless from the acts and omissions of the Contractor's employees and subcontractors.

## 5. Contractor's Additional Obligations under Section 2-d and this Addendum

Contractor acknowledges that, with respect to any student, teacher and/or principal data received through its relationship with the District pursuant to the Agreement it is obliged to maintain a Data Security & Privacy Plan, and fulfill the following obligations:

- execute, comply with and incorporate to this Addendum as Exhibit A, as required Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by the District, as well as the supplemental information in Exhibit B;
- store all data transferred to Contractor pursuant to the Agreement by the District, in an electronic format on systems maintained by Contractor in a secure data facility located within the United States or hard copies under lock and key;
- limit internal access to student, teacher and/or principal data to Contractor's officers, employees and agents who are determined to need such access to such records or data to perform the services set forth in the Original Agreement;
- not disclose student, teacher and/or principal data to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Agreement, <u>unless</u>: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the other party has the prior written consent of the applicable teacher or principal; or (III) the disclosure is required by statute or court order, <u>and</u> notice of the disclosure is provided to the District no later than five business days before such information is required or disclosed (unless such notice is expressly prohibited by the statute or court order);
- use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of student and/or staff data of the District while in motion or in custody of Contractor from unauthorized disclosure;
- not mine Confidential Information for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited; notify the District, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of any PII. In addition, Contractor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse the District for the full cost of any notifications

the District makes as a result of the security breach or unauthorized release. Contractor further acknowledges and understands that Contractor may be subject to civil and criminal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Agreement.

- understand that any breach of the privacy or confidentiality obligations set forth in this Addendum may, at the sole discretion of the District, result in the District immediately terminating this Agreement; and
- familiarize its applicable officers, employees and agents with this Addendum and with the "Parents' Bill of Rights for Data Privacy and Security."

The Contractor acknowledges that failure to fulfill these obligations shall be a breach of the Agreement.

6. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

**IN WITNESS WHEREOF**, Contractor and the District execute this Addendum to the Agreement as follows:

Contractor	District
By:	By:
Title:	Title: _Director of Technology
Signature:	Signature:
Date:	Date:

## District's Parents' Bill of Rights

The privacy and security of personally identifiable student data are of paramount importance. Parents (includes legal guardians or persons in parental relationships) and Eligible Students (student 18 years and older) can expect the following:

A student's personally identifiable information cannot be sold or released for any commercial purposes. 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. State and federal laws (Education Law § 2-d, the Commissioner of Education's Regulations at 8 NYCRR Part 121, and FERPA), protect the confidentiality of students' personally identifiable information, and safeguards associated with industry standards and best practices, such as encryption, firewalls, and password protection, must be in place when such data is stored or transferred.

Consistent with the adoption by the New York State Legislature of the Common Core Implementation Reform Act of 2014, all parents have the following rights:

- To inspect and review the complete contents of their child's education record, as defined in the District's Student Records policy;
- To access a complete list of all student data elements collected by the State, which
  is available for public review
  at <a href="http://www.nysed.gov/data-privacy-security/student-data-inventory">http://www.nysed.gov/data-privacy-security/student-data-inventory</a> or by writing to
  the Office of Information & Reporting Services, New York State Education
  Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234;
- To have complaints about possible breaches of student data heard and determined. Complaints should be submitted to NYSED at <a href="http://www.nysed.gov/data-privacy-security/report-improper-disclosure">http://www.nysed.gov/data-privacy-security/report-improper-disclosure</a> or directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or by email to the Chief Privacy Officer at <a href="mailto:privacy@nysed.gov">privacy@nysed.gov</a> or by telephone at (518) 474-0937. Complaint's can also be submitted to the District's Data Protection Officer at (845) 457-2400 or 944 State Route 17K, Montgomery, NY 12549.
- To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
- Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
- Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

<sup>\*</sup> In the event the Commissioner of Education issues an enhanced Bill of Rights and/or promulgates regulations setting forth additional elements to be included in the Parents' Bill of Rights, the Valley Central School District reserves the right to revise this document accordingly.

# Exhibit B

# **Supplemental Information**

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	
Description of the purpose(s) for which Contractor will receive/access PII	
Type of PII that Contractor will receive/access	Check all that apply:  ☐ Student PII ☐ Staff PII
Category of Data	Check all that apply:    IP Addresses of users, use of cookies, etc.   Other application technology meta data-Please specify:   Meta data on user interaction with the application   Standardized test scores   Observation data   Teacher/principal APPR scores or related data   Other assessment data (be specific):   Student school daily attendance data   Student period/class attendance data   Communication data such as email/chat (be specific):   Behavioral data   Student name   Student School ID number   Application Password
	<ul><li>☐ Application Password</li><li>☐ Date of Birth</li></ul>

	☐ Place of Birth		
	☐ Ethnicity or race		
	☐ Language information (home or primary language)		
	□ Address		
	□ Email		
	☐ Phone		
	☐ School enrollment		
	☐ Grade level		
	☐ School counselor		
	☐ Class schedule		
	☐ Progress Report/Report card/transcript grades		
	☐ Extracurricular activities		
	☐ Graduation information		
	☐ Other demographic information: be specific		
	☐ Survey data		
	☐ Student created content (projects, writing samples, etc.)		
	☐ Other please list additional data elements used or collected:		
Contract Term	Contract Start Date		
	Contract End Date		
Subcontractor Written Agreement Requirement	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 the Contract. (check applicable option)   Contractor will not utilize subcontractors.		
	☐ Contractor will utilize subcontractors.		
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall:  • Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties.		

	to facilitate such corrections within 21 days of receiving the EA's written request.		
Secure Storage and Data	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)		
Security	☐ Using a cloud or infrastructure owned and hosted by a third party.		
	☐ Using Contractor owned and hosted solution		
	☐ Other:		
	Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:		
Method of Encryption In Motion			
Method of Encryption At Rest			
	•		
CONTRACTOR			
[Signature]			
[Printed Name]			
[Title]			

Parents, teachers or principals who seek to challenge the accuracy

of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees

**Challenges to** 

Date:

**Data Accuracy**