



**REQUEST FOR PROPOSAL  
(RFP)**

**For**

**eTech Ohio**

**DATE ISSUED: February 23, 2011**  
(Revised – March 2, 2011)

**eTech Ohio is seeking to strengthen partnerships between Ohio Colleges and Universities approved to grant degrees in education by the chancellor and Ohio Public Local Education Agencies for pre-service and practicing teachers**

**UPDATED BIDDERS CONFERENCE (VIRTUAL): March 2, 2011**  
**LETTER OF INTENT DUE DATE: March 14, 2011**  
**PROPOSAL DUE DATE: March 28, 2011, 4:45 pm Eastern**  
**GRANT ORIENTATION: May 17, 2011**

## GENERAL INFORMATION

Issue Date: February 23, 2011

Project Title: Teacher Planning Grant

Issuing Entity: eTech Ohio

eTech Ohio will receive proposals until 4:45 pm Eastern on March 28, 2011 for Ohio Colleges and Universities approved to grant degrees in education by the chancellor to prepare pre-service teachers for the 21<sup>st</sup> Century classroom. One critical competency for future teachers will be the utilization of education technologies to ensure K-12 students of today have the technological competencies required to be career and college ready by graduation. This goal will be accomplished by generating close partnerships between Ohio Colleges and Universities approved to grant degrees in education by the chancellor and Ohio Public Local Education Agencies (LEAs) for the purpose of expanding the use of technology in the teaching and learning environment.

This work includes, but is not limited to:

1. Increasing the use of information and communication technology (ICT) by students and educators in elementary and secondary schools.
2. Developing a course or strengthening an existing educational technology course as part of the educator preparation core curriculum or embedding the use of additional and updated components of ICT in existing classes to ensure pre-service educators are prepared to utilize appropriate technologies in the teaching and learning environment during the pre-service placement in schools.
3. Expanding communication through a community of practice between pre-service and practicing teachers and Ohio Colleges and Universities approved to grant degrees in education by the chancellor and public LEAs in order to improve collaboration and communications regarding needed competencies and future educator performance expectations as it relates to use of educational technology.

A Virtual Bidder's Conference will be held on March 2, 2011 from 2:00 pm - 3:00 pm Eastern. Inquiries for information will occur during this time. *The Bidder's Conference **will be recorded and posted to the eTech Ohio Website** if you are unable to attend.*

A Letter of Intent must be received by **March 14, 2011 at 4:45 pm Eastern**. The Letter of Intent must be received in order for an eligible college or university to submit a proposal.

No late letter of intents or proposals will be accepted. Only email submissions will be accepted at [teacherplanning@etech.ohio.gov](mailto:teacherplanning@etech.ohio.gov). The narrative, cover letter, budget and Appendix A – General Terms and Conditions will be submitted as an attachment. Any additional materials may be sent to the mail delivery address and must be received by the deadline **March 28, 2011 at 4:45 pm Eastern**.

Mail Delivery Address:  
eTech Ohio  
Attn: Verda McCoy  
35 E. Chestnut Street, Floor 8  
Columbus, OH 43215

It is anticipated that there will be 10 colleges and universities that receive a grant in the amount of \$100,000 each.

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## PURPOSE

This RFP was developed to generate collaborations between Ohio Colleges and Universities approved to grant degrees in education by the chancellor. These collaborations are intended to prepare pre-service teachers in the use of ICT within the classroom, to develop new strategies in the use of ICT in the classroom for practicing teachers and provide professional development for practicing teachers. The three overarching goals are to:

1. Ensure elementary and secondary students are provided with adequate means to learn with technology in order to ensure they are college and career ready by graduation.
2. Ensure practicing teachers remain abreast of new developments in technology-enabled learning.
3. Ensure pre-service teachers entering the classroom are prepared to meet the challenges of teaching in a 21<sup>st</sup> Century Classroom and are competent in utilizing information and communication technologies (ICT) to enhance teaching and learning.

## OUTCOMES

1. Increase required coursework in educational technology and competency demonstrations for pre-service teachers in selected Ohio Colleges and Universities approved to grant degrees in education by the chancellor to further prepare them to teach in a 21<sup>st</sup> Century Classroom.
2. Align RFP goals with the International Society for Technology in Education (ISTE) recommendations for National Education Technology Standards for Teachers (NETS-T), NCATE goals, especially as it relates to the use of technology in pre-service instruction, and to eTech Ohio's Five Year State Educational Technology Plan (2009) and the eTech Ohio Commission's Strategic Plan (2010).
3. Increase "innovation dissemination", collaboration and cooperation between pre-service students and practicing teachers during the placement requirement.
4. Provide a systematic way of providing ongoing support and professional development for in-service teachers in the public LEAs.

The ISTE has released standards for teachers in the use of technology in the classroom [NETS-T](#). These standards include to:

1. Facilitate and Inspire Student Learning and Creativity
2. Design and Develop Digital-Age Learning Experiences and Assessments
3. Model Digital-Age Work and Learning
4. Promote and Model Digital Citizenship and Responsibility
5. Engage in Professional Growth and Leadership<sup>1</sup>

**Any failure to meet a deadline in the submission or evaluation phases shall result in eTech Ohio refusing to consider the response from the institution for this grant.**

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<sup>1</sup> International Society for Technology in Education (2008). *National Educational Technology Standards for Teachers*. <http://www.iste.org/standards/nets-for-teachers.aspx>

## OVERVIEW

One of the strategic objectives from the eTech Ohio five year strategic plan is *to work with all levels of the educator community and make recommendations in 2011 for changes in teacher and administrator preparation, certification and recertification programs to include rigorous educational technology instruction in required curricula*. This work is being done in order to *increase the daily use of educational technology within K-12 classrooms by 80% to support standards based instruction*.

This grant is intended to provide Ohio Colleges and Universities approved to grant degrees in education by the chancellor the opportunity to collaborate with three (3) public local education agencies. This symbiotic relationship will:

- Enable students to use ICT in the classroom on a more regular basis,
- Increase collaboration between Ohio Colleges and Universities approved to grant degrees in education by the chancellor and local education agencies,
- Prepare pre-service teachers to better infuse ICT intentionally into learning for students and prepare them to be career and college ready and
- Provide opportunities for practicing teachers to stay abreast of new technologies that can be utilized in their classrooms for students.

## PARTICIPATION REQUIREMENTS

### Ohio Colleges and Universities Approved to Grant Degrees in Education by the Chancellor

- Ohio Colleges and Universities approved to grant degrees in education by the chancellor will respond to the RFP. The response will include a plan to partner with at least three (3) Ohio Public K12 districts across the state.
- In conjunction with each district and campus educational technology experts, the college or university will develop a measurable plan to implement ICT, including ISTE NETS-T and NCATE technology standards in their teacher preparation program. Specifically:
  - These activities will be grounded in the technology available in the public LEAs, as well as using new and emerging technologies that hold promise for individualized instruction.
  - Ohio Colleges and Universities approved to grant degrees in education by the chancellor will formally integrate educational technology into their pre-service curriculum. This could be through the creation of a new, dedicated semester or yearlong education technology course, or by embedding it in existing core curriculum courses.
  - Pre-service educators will maintain an ePortfolio of their work that demonstrates the effective use of technology in curriculum development, classroom management, individual and group instruction, etc.
  - Ohio Colleges and Universities approved to grant degrees in education by the chancellor will collaborate with administrators, practicing teachers and students from the selected public LEAs to identify and prioritize critical job skills that impact the use of technology in the educational process.
  - The pre-service educators must include use of distance learning technology (e.g. video conference and/or webinars) and participation in online communities of practice with practicing teachers.

- Provide any necessary professional development identified by the team for the practicing teacher to fully implement the goals of the grant.
- At the conclusion of the grant, each college and university will generate a white paper providing an overview of the work that was completed, best practices and next steps.
- Except for materials that would compromise data about students and teachers, all materials developed by pre-service, practicing teachers and Ohio Colleges and Universities approved to grant degrees in education by the chancellor will be used for best practice sharing across the State of Ohio under an accessible Creative Commons attribution and not for resale. These will be placed in a freely available open education resource.
- The applying college or university will serve as the fiscal agent for the grant.
- Each college or university must conduct an internal evaluation of the overall program effectiveness.

#### Public LEA Administration

- Public LEA administrators will respond to the RFP in cooperation with the Ohio Colleges and Universities approved to grant degrees in education by the chancellor.
- Administrators will commit to support the new teaching practices that embed technology in student instruction.
- Administrators will collaborate with colleges and universities to identify and prioritize critical job skills that impact the use of technology in the educational process, including possessing technical competency, changing instructional strategies and understanding the use of data.
- Public LEA staff will identify general and specific (if needed) technology experience required for each pre-service placement.

#### Public LEA Teachers

- Practicing teachers will inform the Ohio Colleges and Universities approved to grant degrees in education by the chancellor about classroom conditions present in their schools, including types of available technology, ratio of technology to students, software availability, current instructional practices and constraints limiting the use of technology.
- Practicing teachers participating in the program will modify their teaching practices to support developing modes of instruction designed in collaboration with the Ohio Colleges and Universities approved to grant degrees in education by the chancellor and practices by pre-service teachers for students to use ICT in the classroom. This will be done by participating in professional development, working with the pre-service teachers and participating in the online communities of practice.

### **ELIGIBILITY**

- All Ohio Colleges and Universities approved to grant degrees in education by the chancellor are eligible to apply. Only one application for each Ohio Colleges and Universities approved to grant degrees in education by the chancellor will be accepted.
- All Ohio Public Local Education Agencies are eligible to apply in collaboration with the Ohio Colleges and Universities approved to grant degrees in education by the chancellor.

- The Ohio Colleges and Universities approved to grant degrees in education by the chancellor must submit the response.

## PROJECT TIMELINE

### 2011

February 15	RFP released
February 22	Bidder's conference, 2:00 pm Eastern
March 2	Updated Bidder's conference, 2:00 pm Eastern
<b>March 14</b>	<b>Letter of intent due, 4:45 pm Eastern</b>
<b>March 28</b>	<b>Response due by 4:45 pm Eastern</b>
April 11	Grant review
May 10	Award announcement
May 17	Grant orientation meeting, Columbus
<b>August 15</b>	<b>Plan for implementation due</b>

### 2012

<b>February 1</b>	<b>Mid-term project reporting due</b>
<b>June 1</b>	<b>Implementation for program complete</b>
<b>June 15</b>	<b>White Paper due</b>

## FUNDING

Each recipient will receive \$100,000 to conduct all activities related to this grant. There will be approximately 10 awards.

The funding may be used for any activity related to the grant. The following limits apply:

- No more than 10% may be used for indirect costs for the administration of the grant.
- No more than 50% of expenditures may be used for hardware.

Examples of expenditures include technology purchases for the public LEAs, stipends, professional development costs and collaboration tools. All expenditures must be accounted for in the budget.

The funds will be released approximately thirty days after the grant orientation meeting. All grant awardees must attend the grant orientation meeting with a team including:

- One college or university representative
- One building administrator representative from each public LEA

## BIDDER'S CONFERENCE

The Bidder's Conference for the Teacher Planning Grant will be virtual. It is a time set aside to learn more about the grant, gain clarification and ask any questions. The Bidder's Conference will be recorded and posted to the eTech Ohio Website if you are unable to attend.

The updated Bidder's Conference will be held on Wednesday, March 2 from 2:00-3:00 pm Eastern. You can access the conference at:

<https://sas.illuminate.com/m.inlp?sid=2009258&password=M.DF959D23C38E2767D9365B5422C241>

It is recommended that you use a headset and microphone. It is also suggested that you log in a few minutes early in the event that some of the plug-ins need to be installed.

## **RESPONSE REQUIREMENTS**

Responses must address what is planned, how this program will increase the students' use of ICT in the classroom, how it is related to increasing pedagogical strategies for utilizing ICT in classrooms, how it is planned to implement the program, what data will be gathered and how it is planned to use the data to evaluate the program/grant activities. At a minimum, applicants must develop measures that will be used to evaluate the extent to which activities funded under the program are effective in:

- 1) Increasing the K-12 students' use of ICT in the classroom,
- 2) Integrating technology into the pre-service curricula;
- 3) Increasing the ability of practicing teachers to teach using technology and
- 4) Enabling pre-service and practicing teachers to use technology for communities of practice communication.

Responses must be complete and consistent with the purpose and outcome of the program.

eTech Ohio may reject any Proposal that is not in the required format, does not address all the requirements of this RFP. In addition, eTech Ohio may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or other means.

## **SPECIFIC RESPONSES**

### **1. Description of Program**

Responses must describe in detail what is planned in order to accomplish the goals and outcomes of the program. This description should include:

1. Plans for increasing the K-12 students' use of ICT in the classroom.
2. Steps to ensure that curricula developed for pre-service teachers include sound pedagogical methods and support the student use of ICT in classrooms.
3. Sound evaluation criteria of the effectiveness of the curricula.
4. Strategies to develop partnerships and program development with the public LEA including the:
  - o Development of student competency in the appropriate use/application of ICT that will be tracked, measured and required within the pre-service program.
  - o Increase of communication between the public LEAs and college or university.
  - o Involvement of practicing teachers and administrators.
  - o Development of communities of practice.
  - o Creation of any necessary professional development for teachers and instruction for students.



- Preparation of pre-service teachers to use ICT in classrooms to benefit students.
- Development of practicing teachers to improve and innovate with the use of ICT for students.
- Articulation of ICT competency expectations to pre-service teachers.
- Creation of a baseline data collection of ICT use in the classrooms and technology available.

## **2. Capacity to Implement**

Applicants must clearly demonstrate the capacity to implement this grant. Relevant data to substantiate this capacity question should be provided and may include former projects of similar size and scope, current or previous partnerships that address like-goals and/or targets as well as descriptions of steps to be taken to ensure success if awarded. A list of who will be involved in the program and what their background is should be included in the response.

## **3. Public LEA Involvement**

Each Ohio Colleges and Universities approved to grant degrees in education by the chancellor must include at a minimum three (3) Ohio public LEAs. A memorandum of understanding must be generated between the college or university and the three LEAs detailing the collaboration and participation of the grant program.

## **4. Timelines and Project Plan**

Responses must include a project plan and timelines including specific steps and actions with associated deliverables for developing and implementing the program. All activities associated with the program must align with the overall program goals. The implementation should be completed by June 1, 2012. A mid-term project report will be due by February 1, 2012.

## **5. Program Evaluation**

Responses must include a detailed evaluation plan. The plan should be on substantive criteria and not simply on the implementation of the program. The measures should directly relate to the overall program goals and the specifics of the implementation of the plan. At a minimum, data should be collected on the:

- Improved student use of ICT within the schools
- Increased impact on student engagement and/or achievement
- Enhanced preparation of pre-service teachers for the use of ICT with students

## **6. Financial**

Responses must detail how the funds will be expended. The response must include an explanation for each of the expenditures. Only 10% of the funds may be used for indirect costs. Only 50% of the funds may be used for hardware expenses. All expenditures must align to the overall program goals and development and implementation of the program.

The budget should include the following:

Item	Cost	Quantity	Total Cost
		Total Cost:	

Examples of expenditures include technology purchases for the public LEAs, stipends, professional development costs and collaboration tools. All expenditures must be accounted for in the budget.

## REVIEW AND AWARD PROCESS

Each college and university selected as a recipient will receive \$100,000. Not all responses will be funded.

The review process consists of the following steps:

1. Submitted applications reviewed for completion.
2. Each application will receive three reviews and scores from eTech Ohio grant review committee.
3. Scores will be calculated using the evaluation rubric (Attachment D) on a four-point scale for each question.
4. Each proposal will be rank ordered according to the overall adjusted score for proposal.
  - a. In the case of multiple applications receiving the same score, eTech Ohio will break the tie with the flip of a coin.

The award recipients will receive an email notification to the primary contact person on May 10, 2011. In addition, the recipient list will be posted on the Teacher Planning Grant Website.

The funds will be sent via electronic payment approximately thirty days after the attendance of the team at the grant orientation meeting.

The grant administrator, eTech Ohio, will review all responses for their format and completeness. The grant administrator may reject any incomplete or incorrectly formatted response, though he or she may waive any defects or allow an applicant to submit a correction.

The grant administrator, eTech Ohio, will forward all timely, complete, and properly formatted responses to an evaluation committee, which the grant administrator will chair.

In the response evaluation phase, the committee will rate the responses submitted in response to this RFP based on the predetermined criteria. If the applicant meets the mandatory requirements, the Applicant's Response will continue through the evaluation process.

The evaluation will result in a point total being calculated for each response. At the sole discretion of the committee, any response, in which the applicant received a significant number of zeros for sections of the evaluation, may be rejected. At any time during this process, the committee may ask an applicant to correct, revise or clarify any portions of its response.

eTech Ohio may require some applicants to interview, make a presentation about their submission. Such presentations, demonstrations, and interviews provide an applicant with an opportunity to:

- Clarify its response and to ensure a mutual understanding of the response's content or
- Test or probe the professionalism, qualifications skills and work knowledge of the proposed candidates.

The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of eTech Ohio. eTech Ohio may record any presentations, demonstrations, and interviews.

eTech Ohio normally will not rank interviews, demonstrations, and presentations. Rather, eTech Ohio may decide to revise its existing proposal evaluations based on the interviews, demonstrations, and/or presentations.

eTech Ohio plans to make a tentative award decision and notify the recipients for the Project on May 10, 2011.

eTech Ohio wants clear and concise RFP responses. Applicants should take care to completely answer questions and meet the RFP requirements.

eTech Ohio may reject any RFP response or unsolicited RFP amendments that are received after the deadline. Only email responses will be accepted at [teacherplanning@etech.ohio.gov](mailto:teacherplanning@etech.ohio.gov). The cover letter, narrative, budget and Attachment A – General Terms and Conditions will be submitted as an attachment.

eTech Ohio may reject any RFP response if the applicant takes exception to the terms and conditions of the RFP, fails to comply with the procedure for participating in the RFP process, or the applicant's response fails to meet any requirements of this RFP.

eTech Ohio will not be liable for any costs incurred by an applicant in responding to this RFP, regardless of whether eTech Ohio makes an award to the applicant through this process, decides not to go forward with the Project or cancels this RFP for any reason.

By submitting an RFP, the applicant acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. eTech Ohio is not responsible for the accuracy of the information regarding this RFP that was gathered through a source different from the inquiry process described in this RFP.

An applicant may not be compensated for damages arising from inaccurate or incomplete information in the RFP specifications or from inaccurate assumptions based upon the specifications.

All RFP responses and other materials submitted become the property of eTech Ohio and may be returned only at eTech Ohio's option. Proprietary information should not be included in a RFP response or supporting materials because eTech Ohio will have the right to use any materials or ideas submitted in any RFP response without compensation to the applicant. Any information provided may become subject to Ohio's Public Records Act (ORC §149.43, *et.seq.*) and thus may be a public record.

## **AMENDMENTS TO THIS RFP**

If eTech Ohio revises this RFP before the RFP due date, amendments will be announced and applicants will be notified.

When an amendment to this RFP is necessary, eTech Ohio may extend the due date through an announcement and notification to all applicants. Amendments may occur any time before 5:00 p.m. on the day before the RFP Due Date.

Amendments occurring after the RFP due date will be distributed only to those applicants whose responses are under active consideration. When eTech Ohio makes an amendment to the RFP after RFP's have been submitted, eTech Ohio will permit applicants to withdraw their responses within 10 business days after notification of the amendment. This withdrawal option will allow any applicants to remove its response from active consideration should the applicant feel that the amendment changes the nature of the transaction so much that the applicant's response is no longer in its interests. Alternatively, eTech Ohio may allow applicants that have responses under active consideration to modify their responses in response to the amendment, as described below.

Whenever eTech Ohio makes an amendment after the RFP due date, eTech Ohio will advise all applicants whose responses are under active consideration whether they have the option to modify their responses in response to the amendment. If the applicants are allowed to modify their responses, eTech Ohio may limit the nature and scope of the modifications. Unless otherwise stated in eTech Ohio's notice, modifications and withdrawals must be made in writing and must be submitted within the deadline given.

Withdrawals and modifications must be made in writing and submitted to eTech Ohio at the address and in the same manner required for response of the original RFP's. Any modification that is broader in scope than eTech Ohio has authorized may be rejected and treated as a withdrawal of the applicant's response.

## GRANT CHECKLIST

- All components of the Teacher Planning Grant included in response
- Letter of intent received via email to [teacherplanning@etech.ohio.gov](mailto:teacherplanning@etech.ohio.gov), (**Appendix B**) – **Deadline: March 14, 2011, 4:45 pm EST**
- Cover page submitted (Appendix C)
- Updated Virtual Bidders' Conference, March 2, 2011, 2:00 pm EST
- RFP proposal submitted to [teacherplanning@etech.ohio.gov](mailto:teacherplanning@etech.ohio.gov) **by March 28, 2011, 4:45 pm EST**. The cover letter, narrative, budget and Appendix A – General Terms and Conditions will be submitted as an attachment.
- Grant Orientation, in Columbus, May 17, 2011. One individual from the college or university and one building administrator from each public LEA participating in the program must attend.

## **APPENDIX A: GENERAL TERMS AND CONDITIONS**

### **1. ENTIRE AGREEMENT**

The Agreement constitutes the entire understanding between the parties hereto with reference to the matters contained herein, there being no conditions, warranties or representations other than those contained herein. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

### **2. AVAILABILITY OF FUNDS**

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party until all of the following conditions have been met: (i) all Ohio statutory provisions of the Ohio Revised Code have been complied with, including ORC §126.07; (ii) all necessary funds are available or encumbered by the appropriate state agencies; (iii) if required, approval of expenditure of funds is given by the Controlling Board of the State of Ohio; (iv) if eTech Ohio is relying on federal or third-party funds for this Agreement, that such funds have been made available, and (v) this Agreement has been fully executed.

### **3. INTELLECTUAL PROPERTY: RIGHTS IN DATA, PATENTS AND COPYRIGHT**

eTech Ohio shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Grant Awardee pursuant to this Agreement. Grant Awardee agrees that all deliverables hereunder shall be made freely available to the general public to the extent required by law.

Neither the Grant Awardee nor any of the Grant Awardee's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent, copyright, trademark or service mark in the United States or any other country for any of the reports, data or material prepared by the Grant Awardee pursuant to this Agreement unless such disclosure is approved in writing by eTech Ohio prior to the application. In the event that such a patent, copyright, trademark or service mark is obtained, the Grant Awardee shall, at the request of eTech Ohio, provide eTech Ohio written authorization for eTech Ohio and any other person, agency or instrumentality contributing financial support to the work covered by this Agreement to make use of the subject of said patent disclosure without payment therefore.

The Grant Awardee warrants that the services provided pursuant to this Agreement will not infringe upon any United States or foreign letters, patents, trademarks, copyrights or other proprietary rights, and the Grant Awardee agrees to defend, protect and hold harmless eTech Ohio, its employees, agents, successors, assigns, customers and users of such items, against any and all causes of action and from all damages and expenses including attorneys' fees resulting from claims and demands from actual or alleged infringements of any patent, trademark, copyright or any right by reason of the sale or use of the material covered hereby. eTech Ohio reserves the right to participate in any such action brought against eTech Ohio at Grant Awardee expense.

Except for materials that would compromise data about students and teachers, all materials developed by pre-service, practicing teachers and colleges and universities will be used for best practice sharing across the State of Ohio under an accessible Creative Commons attribution and not for resale. These will be placed in a freely available open education resource.

Grant Awardee agrees to return to eTech Ohio within thirty (30) days of the effective date of termination of this Agreement any information set forth in reports, documents, lists, or other materials given to, prepared or assembled by Grant Awardee pursuant to this Agreement.

#### **4. TERMINATION**

This Agreement may be terminated only as follows:

- 4.1 By eTech Ohio without cause upon a fourteen (14) day written notice to the Grant Awardee.
- 4.2 By mutual written consent of all parties.
- 4.3 eTech Ohio may immediately terminate this Agreement if the Grant Awardee has breached any provisions of this Agreement. The following events shall be deemed to be a breach by the Grant Awardee of its obligations hereunder provided, however, said list shall not be deemed all inclusive:
  - 4.3.1 Failure by the Grant Awardee to timely perform his/its obligations hereunder.
  - 4.3.2 Grant Awardee files for protection under any state or federal bankruptcy, or similar laws, during the term of this Agreement.
  - 4.3.3 If Grant Awardee or any of its subcontractors perform services under this Agreement outside of the United States.
- 4.4 By eTech Ohio at the end of the current biennium which is June 30, 2011.

If the Ohio General Assembly fails at any time to continue funding for the payments and other obligations set forth herein, eTech Ohio's obligations under this Agreement are terminated as of the date the funding expires and eTech Ohio shall have no further obligations hereunder. If eTech Ohio discovers or is notified of the discontinuation of funding for this Agreement, then eTech Ohio agrees to notify Grant Awardee of said discontinuation as soon as is practicable. The Grant Awardee shall not perform any work under the Agreement after receiving such notice.

#### **5. NON DISCRIMINATION**

Grant Awardee agrees that it, any subcontractor, and any person acting on its or such subcontractor's behalf, shall not discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement, on the basis of race, color, national origin, sex, religion, age, ancestry, military status, or disability, in compliance with Ohio Revised Code §125.111.

## **6. DRUG FREE WORKPLACE**

Grant Awardee shall comply with all applicable federal, state and local laws regarding smoke free and drug free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

## **7. ETHICS LAW**

Grant Awardee certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics and conflicts of interest laws as provided by ORC §102.03 and §102.04, including Executive Order No. 2007-01S.

## **8. OHIO ELECTIONS LAW**

Grant Awardee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of ORC §3517.13 are in full compliance with Divisions (I) (1) and (J) (1) thereof.

## **9. FINDINGS FOR RECOVERY AND DEBARMENT**

Grant Awardee represents and warrants to eTech Ohio that it is not subject to any unresolved finding for recovery under ORC §9.24, or that it has taken the appropriate remedial steps required under ORC §9.24 or otherwise qualifies under that Section. Grant Awardee agrees that if this representation and warranty is deemed to be false, this Agreement shall be void *ab initio* as between the parties, and any funds paid by eTech Ohio hereunder shall be immediately repaid to eTech Ohio, or an action for recovery may be immediately commenced by eTech Ohio for recovery of said funds.

Grant Awardee further represents and warrants that he or she is not debarred from consideration for Agreement awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code §153.02 or Ohio Revised Code §125.25.

## **10. REPRESENTATIONS AND WARRANTIES**

Each party that has executed this Agreement through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other party that the undersigned representative has full authority to execute this Agreement on behalf of the party for whom said authorized representative purports to act.

Grant Awardee, any subcontractor or person acting on behalf of Grant Awardee, in the execution of duties and obligations hereunder, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.



## **11. LIABILITY**

Grant Awardee agrees to fully indemnify and hold harmless eTech Ohio and the State of Ohio from any and all liability, losses, claims, damages, and expenses arising out of Grant Awardee's performance (or non performance) of its obligations hereunder.

In no event shall eTech Ohio or the State of Ohio be liable to Grant Awardee for indirect, consequential, incidental, special, or punitive damages, or lost profits. Notwithstanding any language to the contrary, Grant Awardee shall be liable for any personal injury or damage to real property or tangible personal property, caused by its fault or negligence.

## **12. AVAILABILITY OF BOOKS AND RECORDS**

Grant Awardee agrees that eTech Ohio shall have the right to review Grant Awardee's books and records pertaining to this Agreement for a period of at least three (3) years after the expiration of this Agreement and shall make such records available to eTech Ohio. Such records shall be supported by contracts, invoices, vouchers, and other data as appropriate.

## **13. PUBLIC RECORDS AND CONFIDENTIALITY**

- 13.1 Grant Awardee shall maintain any and all records associated with the subject of this Agreement in accordance with any applicable state and federal laws, including but not limited to the Ohio Revised Code, and the Family Educational Rights and Privacy Act of 1974, as amended.
- 13.2 It is expressly understood by the parties that eTech Ohio is a state agency and is subject to the Ohio Public Records Act, ORC §149.43, *et seq.*, and that any record kept by eTech Ohio that is deemed a public record is subject to release if a proper request is made.
- 13.3 All information submitted to eTech Ohio will be considered public information not exempt from disclosure unless identified as a trade secret, as defined by 18 U.S.C. §1839. Any assertion of trade secrets information must be clearly identified and the basis for the assertion must be included. eTech Ohio will make the determination as to whether Grant Awardee has adequately demonstrated the information was a trade secret.
- 13.4 In the event of an asserted trade secret, Grant Awardee must indemnify and hold eTech Ohio harmless and defend against all actions or proceedings that may ensue (including attorneys' fees), which seek to order eTech Ohio to disclose the information.

## **14. NO EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES**

The Grant Awardee affirms to have read and understands the Governor's Executive Order 2010-09S and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.

The Grant Awardee also affirms, understands, and agrees to immediately notify eTech Ohio of any change or shift in the location(s) of services performed by the Grant Awardee or its

subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that is outside of the United States.

If Grant Awardee or any of its subcontractors perform services under this Agreement outside of the United State, the performance of such services shall constitute a material breach of this Agreement. eTech Ohio is not obligated to pay and shall not pay for such services. If Grant Awardee or any of its subcontractors perform any such services, Grant Awardee shall immediately return to eTech Ohio all funds paid for those services. eTech Ohio may also recover from the Grant Awardee all costs associated with any corrective action eTech Ohio may undertake, including but not limited to an audit or a risk analysis, as a result of the Grant Awardee performing services outside the United States.

eTech Ohio may, at any time after the breach, terminate this Agreement, upon written notice to the Grant Awardee. eTech Ohio may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If eTech Ohio determines that actual and direct damages are uncertain or difficult to ascertain, eTech Ohio in its sole discretion may recover a payment of liquidated damages in the amount of twenty percent (20%) of the value of the Agreement.

eTech Ohio, in its sole discretion, may provide written notice to Grant Awardee of a breach and permit the Grant Awardee to cure the breach within twenty one (21) calendar days. During the cure period, eTech may buy substitute services from a third party and recover from the Grant Awardee any costs associated with acquiring those substitute services.

Notwithstanding eTech Ohio permitting a period of time to cure the breach or the Grant Awardee's cure of the breach, eTech Ohio does not waive any of its rights and remedies provide eTech Ohio in this Agreement, including but not limited to recovery of funds paid for services the Grant Awardee performed outside of the United States, costs associated with corrective action, or liquidated damages.

## **15.GENERAL**

### **15.1 ASSIGNMENT OR SUBCONTRACT**

This Agreement shall not be assigned or subcontracted without prior written consent of eTech Ohio.

### **15.2 BINDING EFFECT, AMENDMENTS OR MODIFICATION**

This Agreement shall bind the parties hereto, their respective assigns, successors, receivers, and representatives of any type whatsoever, and shall not be amended or modified unless done so in writing signed by both parties.

If eTech Ohio's governing Ohio statutes shall subject it to new or differing statutory requirements affecting contracts, this Agreement shall be subject to and conditioned upon compliance with such requirements, unless otherwise provided by Ohio law.

### **15.3 NO WAIVER**

The failure of any party to exercise or enforce, in any respect, any right or provision provided for in this Agreement shall not be deemed a continuing waiver of any such right or provision.

### **15.4 DRAFTING OF AGREEMENT**

All parties hereto shall be deemed to have participated equally in the drafting of this Agreement, and the choice of language, terms, and conditions contained herein, including, but not limited to, any and all exhibits and/or schedules, created contemporaneously herewith or for the purpose of being attached hereto. For the purpose of enforcement, construction, and interpretation all such documents, language, terms, formulas, exhibits, conditions, and covenants, shall be deemed to be equal work product of each party.

### **15.5 SEVERABILITY**

The provisions of this Agreement are severable and independent, and if any such provision of this Agreement shall be determined to be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The remaining provisions and any partially enforceable provisions shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

### **15.6 HEADINGS**

The headings herein are for reference only. They are not intended and shall not be construed to be a substantive part of this Agreement or in any other way to effect the validity, interpretation, or effect of any of the provisions of this Agreement.

### **15.7 GOVERNING LAW**

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and jurisdiction for any dispute shall be in the appropriate court in Franklin County, Ohio.

## **16. GRANT AWARDEE'S PROHIBITIONS REGARDING DANGEROUS ORDNANCES**

Grant Awardee and its agents are prohibited from possessing or having under their control, a "deadly" weapon or "dangerous ordnance" (each as defined in ORC §2923.11), while conducting business related to this Agreement, or while conducting business in or on state-owned or leased property.

Grant Awardee and its agents shall not carry or store a weapon or dangerous ordnance in a building or portion of a building owned or leased by eTech Ohio. This includes but is not limited to state-owned or leased vehicles, state-owned and/or controlled parking facilities, garages or surface lots. Prohibited items shall not be stored in personal vehicles parked on state-owned and/or leased property.

Any Grant Awardee or Grant Awardee's agent who has been issued a Permit to carry a concealed weapon in the State of Ohio is not exempt from the above provisions. Those who carry or possess a weapon MUST store said weapon, in accordance with the law, prior to entering such areas in which a weapon is prohibited.

## **17. NOTICE**

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States mail, certified, return receipt requested, addressed to the following parties:

Grant Awardee:	[Grant Awardee] [Address] [City], [State] [Zip Code]
eTech Ohio:	Kathleen T. Harkin, Executive Director eTech Ohio 35 E. Chestnut Street, 8 <sup>th</sup> floor Columbus, OH 43215 Facsimile: (614) 728-1899
With a copy to:	Steve Hrinko, Director of Fiscal Services eTech Ohio

## APPENDIX A: MOU EXECUTION FORM

This Memorandum of Understanding (MOU), which results from the **Teacher Planning Grant RFP**, is between the **eTech Ohio Commission** ("eTech Ohio"), located at 35 E. Chestnut Street, 8<sup>th</sup> fl. Columbus, OH 43215 and \_\_\_\_\_ ("Grant Awardee"), whose address is \_\_\_\_\_.

If this Request for Proposals (RFP) results in a grant award; the MOU will consist of this RFP including all attachments, written amendments, and any materials incorporated by reference in the above documents. The form of the MOU is this one-page attachment to the RFP, which incorporates by reference all the documents identified above as if fully written and incorporated herein. The General Terms and Conditions for the Contract are contained in the RFP and fully incorporated herein.

This MOU has an effective date of the later of the dates all parties have executed this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this MOU by their authorized officers as of the last date set aside their respective signatures.

\_\_\_\_\_  
(Grant Awardee)

eTech Ohio Commission  
(State of Ohio Agency)

\_\_\_\_\_  
(Authorized Signature of the College  
or University)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Kathleen T. Harkin  
(Printed Name)

\_\_\_\_\_  
(Title)

Executive Director  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## APPENDIX B – LETTER OF INTENT

All eligible Ohio Colleges and Universities approved to grant degrees in education by the chancellor that plan to submit a response are required to submit a Letter of Intent indicating so via email to [teacherplanning@etech.ohio.gov](mailto:teacherplanning@etech.ohio.gov) by **4:45 pm EST on Tuesday, March 14, 2011**. **Eligible Ohio Colleges and Universities approved to grant degrees in education by the chancellor not submitting a letter of intent or submitting a letter of intent after the deadline will not be eligible to submit a response to the RFP.**

All email messages will be assessed electronically per the stamped date and time received to confirm compliance with the letter of intent requirement.

Email **Subject** Line must read:

**Teacher Planning Grant RFP Intent to Respond –Your College or University Name**

Email Message area must contain the following:

**Ohio Colleges and Universities approved to grant degrees in education by the chancellor Name:**

**College/University Primary Grant Contact Information:**

Full Name:

Email Address:

Phone:

**Ohio Public LEA #1**

District Name:

County Name:

District IRN:

Building Name:

Building IRN:

**Ohio Public LEA #2**

District Name:

County Name:

District IRN:

Building Name:

Building IRN:

**Ohio Public LEA #3**

District Name:

County Name:

District IRN:

Building Name:

Building IRN:

## APPENDIX C – COVER PAGE

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Eligible Ohio College/University Name

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Eligible Ohio College/University Primary Contact Printed Name and Title

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Eligible Ohio College/University Primary Contact Signature

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Eligible Ohio College/University Primary Contact Email

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Eligible Ohio Colleges/University Primary Contact Phone

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Eligible Ohio Public LEA Name

IRN

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Eligible Ohio Public LEA Name

IRN

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Eligible Ohio Public LEA Name

IRN

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Public LEA Building Principal Signature

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Public LEA Building Principal Signature

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Public LEA Building Principal Signature

List any other public LEAs that will be participating in the grant:

## APPENDIX D – EVALUATION RUBRIC

The questions that follow have been separated into categories that correlate to the Grant Criteria.

**I. Program Description**

- Plans for increasing the K-12 students' use of ICT in the classroom.
- Steps to ensure that curricula developed for pre-service teachers include sound pedagogical methods and support the student use of ICT in classrooms.
- Sound evaluation criteria of the effectiveness of the curricula.
- Strategies to develop partnerships and program development with the public LEA including the:
  - Development of student competency in the appropriate use/application of ICT that will be tracked, measured and required within the pre-service program.
  - Increase of communication between the public LEAs and college and university.
  - Involvement of practicing teachers and administrators.
  - Development of communities of practice.
  - Creation of any necessary professional development.
  - Preparation of pre-service teachers to use ICT in classrooms to benefit students.
  - Development of practicing teachers to improve and innovate with the use of ICT for students.
  - Articulation of ICT competency expectations to pre-service teachers.
  - Creation of a baseline data collection of ICT use in the classrooms and technology available.

**II. Capacity**

**III. Timelines and Project Plan**

**IV. Financial**

**V. Overall rating**

The proposal rating form has 14 items each consisting of a stimulus statement and a rating scale. Please read the entire application, and then make a judgment about the score you think each item should receive. For each rating item, be as discrete in your scoring as possible. Select the corresponding score for that item on the online rating form. Include questions, concerns, and issues on the "comments" form then proceed to the next proposal. Please rate each of the items on a four-point scale using the criteria described for each question. Only complete applications will be reviewed and scored.



## **I. Description of Program**

### **K-12 Students' Use of ICT**

- 1) *Tactics have been described to increase the K-12 students' use of ICT in the classroom.*
  1. There are no tactics described that will increase K-12 students' use of ICT in the classroom.
  2. There is minimal evidence and/or limited potential that the tactics described and strategies planned to increase K-12 students' use of ICT in the classroom.
  3. The information provides some tactics and strategies for increasing K-12 students' use of ICT in the classroom. Several promising examples have been provided.
  4. The tactics and strategies described have the potential to significantly increase K-12 students' use of ICT in the classroom. Numerous examples have been provided.

### **Curricula Developed**

- 2) *Sufficient steps to ensure that curricula developed for pre-service teachers include sound pedagogical methods to support the use of ICT in classrooms.*
  1. There is no evidence that curricula will be developed to include sound pedagogical methods to support the use of ICT in classrooms.
  2. There is minimal evidence and/or limited potential that the curricula to be developed will include sound pedagogical methods to support the use of ICT in classrooms.
  3. The information provides some evidence that the curricula will be successful in providing sound pedagogical methods to support the use of ICT in the classroom. A promising solution.
  4. High-level of information that the curricula developed will be sufficient and successful. A sound solution.

### **Evaluation Criteria**

- 3) *The program evaluation plan includes a sound explanation of an evaluation for the effectiveness of the program with substantive criteria and data collection that align to the goals of the program.*
  1. There is no evidence that the plan will address evaluation for the effectiveness of the program.
  2. There is minimal evidence that the plan will address evaluation for the effectiveness of the program.
  3. The plan demonstrates some evidence that the plan will address evaluation for the effectiveness of the program. Some explanation of the data collection is included addressing the overarching goals of the program.
  4. The plan demonstrates strong evidence that the plan will address evaluation for the effectiveness of the program; including solid explanation of data collection to achieve the goals of the program.

*4) Tracking, measurement and data collection for the increase of K-12 student competency in the appropriate use of ICT has been explained.*

1. There is no evidence of tracking, measurement and data collection for the increase of K-12 student competency in the appropriate use of ICT.
2. There is minimal evidence or evidence provided that is not significant that information will be tracked, measured and collected for the increase of K-12 student competency in the appropriate use of ICT.
3. The response demonstrates some evidence that information will be tracked, measured and data collected for the increase of K-12 student competency in the appropriate use of ICT. Several examples have been provided that show the promise to measure the increase in K-12 student competency in the appropriate use of ICT.
4. The response demonstrates strong evidence that information will be tracked, measured and data collected for the increase of K-12 student competency in the appropriate use of ICT. Multiple examples have been provided that show the promise to measure the increase in K-12 student competency in the appropriate use of ICT.

#### **Public LEA Involvement**

*5) Strategies for increasing communication and collaboration between the public LEA and college or university have been provided.*

1. No strategies for increasing communication and collaboration between the public LEA and college or university described.
2. A few strategies described or strategies of little significance to increase communication and collaboration provided.
3. Several strategies for increasing communication and collaboration between the public LEA and college or university provided. The strategies show some promise to develop long-term collaborations.
4. Multiple strategies for increasing communication and collaboration between the public LEA and college or university provided. The strategies show innovative ways of increasing communication and will lead to a long-term collaboration.

*6) The response provides a sound plan for involving the public LEA, especially practicing teachers and administrators.*

1. No evidence of a plan for involving public LEAs.
2. Minimal evidence of strategies for involving the public LEA in the program. cursory attention has been paid to include the public LEA in planning, implementation and evaluation of the program.
3. A plan is provided that includes strategies for involving the public LEA in the program. Actions show promise that attention has been paid to include the public LEA in planning, implementation and evaluation of the program.
4. A solid plan is provided that includes multiple strategies for involving the public LEA in the program. Actions show strong evidence that attention has been paid to include the public LEA in planning, implementation and evaluation of the program.

- 7) *The response provides innovative practices for developing communities of practice.*
1. No evidence of developing communities of practice.
  2. Minimal evidence or cursory attention paid to developing communities of practice.
  3. A plan for creating communities of practice is provided that includes strategies to embed these in the overall work of the program.
  4. A solid plan for creating communities of practice is provided that includes specific strategies to embed these in the overall work of the program. The innovative strategies have the potential to provide additional learning for those involved in the program.
- 8) *The response provides evidence of a solid professional development plan to help teachers improve their use of ICT in the classroom.*
1. No evidence of a teacher professional development plan.
  2. Minimal evidence of a teacher professional development plan or a plan that does not show promise to improve teacher's capacity to implement ICT in the classroom.
  3. A professional development plan is provided that includes strategies to address improving teacher's capacity to implement ICT in the classroom
  4. A solid professional development plan that is systemic in nature and includes strong strategies to address improving teacher's capacity to implement ICT in the classroom.
- 9) *A solid plan is in place to further prepare pre-service teachers to use ICT in the classroom to benefit students.*
1. No evidence of further preparing pre-service teachers to use ICT in the classroom to benefit students has been provided.
  2. Minimal evidence provided or a plan that does not show promise to improve pre-service-teachers' capacity to implement ICT in the classroom.
  3. A plan is provided that includes strategies to further prepare pre-service teachers to use ICT in the classroom to benefit. Several examples and strategies are provided.
  4. A solid plan is provided that includes strategies to further prepare pre-service teachers to use ICT in the classroom to benefit. Multiple examples and strategies are provided.
- 10) *The response provides action steps and strategies for further developing practicing teachers to improve and innovate with the use of ICT for students.*
1. No evidence of action steps and strategies.
  2. Minimal evidence of action plan and strategies to further developing practicing teachers to improve and innovate with the use of ICT in the classroom and/or does not show promise to improve teacher's capacity to implement ICT in the classroom.
  3. Moderate evidence and an explanation is provided that includes specific strategies to further develop practicing teachers to improve and innovate with the use of ICT in the classroom.
  4. Strong evidence and explanations provided to include specific, innovative strategies. There is a high success that these strategies will yield a greater capacity for practicing teachers to improve and innovate with the use of ICT in the classroom.

## **II. Capacity**

11) *The college or university and individuals involved in the program has the capacity to implement and achieve the goals of the program.*

1. The proposal does not address capacity.
2. There is little evidence that the applicant has the capacity to carry out a project of this nature.
3. Some evidence exists that the applicant has the capacity to carry out a project of this nature. A few examples have been provided.
4. Strong evidence exists that the applicant has the capacity to carry out a project of this nature. Numerous examples have been provided. The applicant has the background to be successful in the implementation of this program and the goals.

## **III. Project Plan and Timeline**

12) *The project plan and timeline provide reasonable expectations in the established timeframe for the program and sound steps for accomplishing a successful project.*

1. There is not a project plan and/or timelines provided.
2. The project plan and timelines provided are unclear, ill-defined, not significant, or not doable.
3. The project plan provides details and timelines with specific steps and actions with associated deliverables for developing and implementing the program; however, not all components are fully developed.
4. Strong, detailed project plan and timelines that include specific steps and actions with associated deliverables for developing and implementing the program. All activities are aligned with the overall program goals.

## **IV. Financial**

13) *A clear budget is provided and explains how all expenditures align with project goals and is realistic to accomplish the goals of the program.*

1. Budget is not present.
2. Budget is present, but is unclear as to expenditure or not sufficient to accomplish the goals of the program.
3. The budget provided demonstrates an understanding of the expenditures to accomplish the goals of the program.
4. The budget provided demonstrates a solid understanding of the expenditures necessary to accomplish the goals of the program and leverages the funds to maximize the potential of the program goals.

## **V. Overall Rating**

14) *Provide an overall rating as to the imminent success of the proposal in reaching the program goals.*

1. There is no promise that this response will be successful and/or reach the program goals.
2. There is a little promise that this response will be successful and reach the program goals.
3. There is promise that this response will be successful and reach the program goals.
4. There is sound promise with evidence throughout the response that success will be achieved and the program goals reached.