

REQUEST FOR PROPOSAL (RFP)

RFP# 19-035

NEW YORK STATE EDUCATION DEPARTMENT

Title: Expanded Math Access Program

The New York State Education Department (NYSED) Office of Curriculum and Instruction and the Office of Educational Design and Technology are seeking proposals from qualified vendors with demonstrated knowledge, expertise, experience, and capacity to provide access to an online platform that offers standards-based, mathematics games and activities to promote math fluency and love of math within the elementary grades (K-5) at no cost to students or schools, as well as develop and facilitate a statewide mathematics tournament for students in grades 1-5. The online program will give approximately 2.1 million licenses to students (1 million), educators (100,000), and families (1 million) throughout NYS Public, Charter, and Religious and Independent Schools.

Eligible bidders for this RFP include for-profit and not-for-profit organizations and institutions of higher education (IHEs).

Bidders are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this RFP through one of three methods. Compliance methods are discussed in detail in the [Minority/Women-Owned Business Enterprise \(M/WBE\) Participation Goals section](#) below.

NYSED will award **one (1)** contract pursuant to this RFP, for an amount no higher than **\$1,500,000 per year**. Funding beyond Year One will be contingent upon the State Legislature appropriating funds. Please keep in mind that this RFP employs a "best value" method of procurement, with 30 percent of the overall points awarded based on cost. (See "Criteria for Evaluating Bids" section of the RFP for additional information). Bidders are encouraged to submit budgets that are cost effective.

Subcontracting will be limited to forty percent (40%) of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

The contract resulting from this RFP will be for a term anticipated to begin **July 1, 2020** and to end June 30, 2025.

Service Area: **New York Statewide**

Mandatory Qualifications: See Mandatory Qualifications section of the RFP.

Components contained in RFP# 19-035 are as follows:

1. Description of Services to be Performed
2. Submission
3. Evaluation Criteria and Method of Award
4. Assurances
5. Submission Documents (separate document)

Questions regarding the request must be submitted by email to EMAP@nysed.gov no later than the close of business **January 15, 2020**. Questions regarding this request should be identified as Program, Fiscal or M/WBE. A Questions and Answers Summary will be posted to [P-12 Competitive Procurement Contracts](#) no later than **January 29, 2020**. The following are the designated contacts for this procurement:

Program Matters

Brielyn Smith
EMAP@nysed.gov

Fiscal Matters

Adam Kutryb
EMAP@nysed.gov

M/WBE Matters

Brian Hackett
EMAP@nysed.gov

The following documents must be submitted in separately sealed envelopes, as detailed in the Submission section of the RFP, and be received at NYSED no later than **February 19, 2020 by 3:00 PM:**

1. Submission Documents labeled **Submission Documents - RFP #19-035 Do Not Open**
2. Technical Proposal labeled **Technical Proposal - RFP #19-035 Do Not Open**
3. Cost Proposal labeled **Cost Proposal – RFP #19-035 Do Not Open**
4. M/WBE Documents labeled **M/WBE Documents—RFP #19-035 Do Not Open**
5. CD or USB Flash Drive containing the technical, cost, submission and M/WBE proposals submitted using Microsoft Office. Place in a separate envelope labeled **CD or Flash Drive-RFP#19-035 Do Not Open.**

The mailing address for all the above documentation is:

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NYS Education Department
Bureau of Fiscal Management
Attn: Adam Kutryb, RFP# 19-035
Contract Administration Unit
89 Washington Avenue, Room 501W EB
Albany, NY 12234

Each bidder will be scheduled for a mandatory demonstration of the product it proposes. The demonstration will be scheduled in consultation with the contractor. It is anticipated that all demonstrations will be scheduled for one hour on a date mutually agreed upon by NYSED and the bidder. Demonstrations may be conducted either in person at NYSED's Albany, NY office or by webinar. This demonstration must take place between **3/2/2020** and **3/13/2020**.

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DESCRIPTION OF SERVICES TO BE PERFORMED

This section of the bid package details the services and products to be acquired. Please note that the contract process also includes general New York State administrative terms and conditions, as well as terms and conditions required by New York State law. These terms and conditions address issues related to both the submission of bids and any subsequent contract; they are included separately in this bid package for your information. Please review all terms and conditions.

Mandatory Qualifications

The eligible bidder must agree to the Mandatory Qualifications found below and must submit the Mandatory Qualifications Certification Form located in Submission Documents (separate document), signed by an authorized person. **Bids that do not submit the Mandatory Qualifications form will be disqualified.**

1. Bidders cannot propose more than a total of \$1,500,000 per year, with no more than \$500,000 of the total budget each year allocated for the Statewide Tournament.
2. The bidder must identify a Project Director by name. The Project Director will be a full-time staff member dedicated to this project and will serve as the lead point of contact with NYSED.
3. The bidder must include in its proposal evidence that the mathematics instructional games/activities available through the online site/platform product being offered have been independently evaluated for effectiveness in a school setting by a credible research organization. This documentation must be on letterhead of the credible research organization and signed by the researcher or an individual authorized to speak on behalf of the organization. For the purpose of this RFP, a credible research organization refers to an institute of higher education or a nonprofit organization that includes independent research as a component of its mission.
 - The vendor will include the page number where the documentation can be found on the Mandatory Qualifications Certification, located in the Submission Documents Section (included as a separate document).

4. The bidder must ensure that the product will run at optimal performance on the most current browser version of at least one of the following web browsers: Chrome, Firefox, and/or Internet Explorer.

Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law

For purposes of this procurement, NYS Education Department hereby establishes an overall goal of 30% of the total contract amount for M/WBE participation, 17% for Minority-Owned Business Enterprises (“MBE”) participation and 13% for Women-Owned Business Enterprises (“WBE”) participation based on the current availability of qualified MBEs and WBEs. All bidders must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. Minority and Women-Owned Business Enterprise (M/WBE) participation includes any and all services, materials or supplies purchased from New York State certified minority and women-owned firms. Utilization of certified Minority and Women-Owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED’s Minority and Women-Owned Business Enterprise goals as described below.

ACHIEVE FULL COMPLIANCE WITH PARTICIPATION GOALS (PREFERRED)

Bidders should submit subcontracting/supplier forms that meet or exceed NYSED’s participation goals for this procurement. All subcontracting/supplier forms must be submitted with the bid proposal. In addition, bidders must complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. Instructions and copies of these forms are located in the Submission Documents. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#).

The contact person on M/WBE matters is available throughout the application and procurement process to assist bidders in meeting the M/WBE goals. NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable bidders to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total cost of the bid proposal.

DOCUMENTATION OF GOOD FAITH EFFORTS

Bidders must undertake a good faith effort to solicit NYS Certified M/WBE firms as subcontractors and/or suppliers in fulfillment of this procurement. Means of solicitation may include but are not limited to: advertisements in minority centered publications; solicitation of vendors found in the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#); and the solicitation of minority and women-oriented

trade and labor organizations. Bidders will be required to certify and attest to their good faith efforts by completing NYSED's Certification of Good Faith Efforts (Form M/WBE 105). See the M/WBE Submission Documents for detailed examples of and required forms to document good faith efforts.

NYSED reserves the right to reject any bid for failure to document "good faith efforts" to comply with the stated M/WBE goals.

IN THE EVENT BIDDERS CANNOT COMPLY WITH NYSED DESIGNATED PARTICIPATION GOALS, SAID BIDDERS MUST DOCUMENT THEIR "GOOD FAITH EFFORTS" TO COMPLY AND SUBMIT ONE OF THE FOLLOWING REQUESTS:

REQUEST A PARTIAL WAIVER OF PARTICIPATION GOALS

In order to request a partial waiver of the participation goals for this procurement, Bidders must provide documentation of their good faith efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. The subcontracting forms must include the participation percentage(s) for which they seek approval. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a partial waiver (Form M/WBE 101) and document their Good Faith Efforts (Form M/WBE 105) at the same time as the bid is submitted. Bidders must also complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

REQUEST A COMPLETE WAIVER OF PARTICIPATION GOALS

In order to request a complete waiver of the participation goals for this procurement, Bidders must provide documentation of their Good Faith Efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a complete waiver on Form M/WBE 101 and document their Good Faith Efforts (Form M/WBE 105) at the same time as they submit their bid. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit using M/WBE 103 Quarterly M/WBE Compliance Report. This report must be submitted on a quarterly basis and can be found at NYSED's [M/WBE Forms and Compliance Forms webpage](#).

Service-Disabled Veteran-Owned Business (SDVOB) Participation Goals Pursuant to Article 17-B of New York State Executive Law

Article 17-B of Executive Law was enacted to ensure that certified SDVOBs are provided opportunities for meaningful participation in the performance of state contracts. To this end, NYSED strongly encourages bidders to make maximum possible use of SDVOBs as subcontractors and/or suppliers under this contract, consistent with the requirements of State Finance Law and State procurement guidelines, as well as NYSED policies and procedures. Bidders should consider fulfilling the requirements of this contract through the participation of SDVOBs at a rate of 6%. For additional information about this program, including a list of SDVOBs, please visit the [Office of General Services, Division of Service-Disabled Veterans' Business Development website](#).

Background

New York State is focused on supporting and improving STEM education.

The New York State Education Department (NYSED) has been working with stakeholders over the past several years to refresh and create New York State Learning Standards that are grounded in the most current research and practice, in order to prepare New York State students to be successful in college, careers, and citizenship. The New York State P-12 Science Learning Standards, adopted in 2016, reflect the importance of every student's engagement with natural scientific phenomenon. In 2018, NYSED was directed to bring together a workgroup of stakeholders to create new learning standards for computer science and digital literacy; those standards will be presented to the Board of Regents for approval in 2019. In addition, New York has committed millions of dollars to create a program to provide professional development for educators in the areas of computer science, engineering, and educational technology for K-8 students.

In 2015, New York State (NYS) began a process of review and revision of its mathematics standards. Through numerous phases of public comment, virtual and face-to-face meetings with committees consisting of NYS educators (including Special Education, Bilingual Education and English as a New Language teachers), parents, curriculum specialists, school administrators, college professors, and experts in cognitive research, the [New York State Next Generation Mathematics Learning Standards](#) (2017) were developed. These mathematics standards, collectively, are focused and cohesive—designed to support student access to the knowledge and

understanding of the mathematical concepts that are necessary to function in a world very dependent upon the application of mathematics, while providing educators the opportunity to devise innovative programs to support this endeavor. As with any set of standards, they need to be rigorous; they need to demand a balance of conceptual understanding, procedural fluency and application and represent a significant level of achievement in mathematics that will enable students to successfully transition to post-secondary education and the workforce.

There is still more to do to support STEM education, especially concerning basic math skills. According to the National Assessment of Educational Progress, for fourth graders, only 35 percent of New York students scored at proficient, and New York students scored below the national average¹. According to the Bureau of Labor Statistics, the top 20 jobs with highest median pay require advanced or applied math skills². However, many students report hearing an adult speak negatively about math, and these negative associations can affect math confidence³.

In order to help support math fluency and reinvigorate love of math, the New York State Education Department (NYSED) is seeking to contract with a vendor to provide students with access to online mathematics games / apps / activities. This additional math practice will provide support to assist students in meeting grade-level fluency expectations and will be accessible at school and at home which will allow for families to help support their student's math education.

In addition, the vendor will organize a Statewide Tournament (Regional Contests and Statewide Event) for mathematics. This competitive event will bring together students, educators, and families in a friendly and supportive learning environment geared toward encouraging students to strengthen and apply math knowledge and skills.

Reaching students at an early age, and giving families tools to engage with them, will ensure that students are ready for more challenging courses in later years and will be able to take advantage of the opportunities available in a world that increasingly needs individuals with strong STEM skills.

¹ <https://nces.ed.gov/nationsreportcard/>

² <https://www.bls.gov/ooh/highest-paying.htm>

³ <https://www.chicagotribune.com/suburbs/post-tribune/opinion/ct-ptb-cepeda-column-st-0426-story.html>

Project Description and Deliverables

Through this RFP, NYSED will procure the following:

Deliverable A: Website/Platform Offering Supplemental Math Practice Games

The vendor will provide students, educators, and families with access to an existing website/platform that provides supplemental math practice in the form of online mathematics games for grades K-5. For the purposes of this RFP, the umbrella of “games” may include apps and interactive activities.

A.1. Curriculum and Instructional Specifications

A.1.1 Aligned to Program Goals

- **Goal 1:** The primary goal of the Expanded Math Access Program (EMAP) is to foster a love of math through play. The games available through the vendor’s product should be age-appropriate for students in grades K-5.
- **Goal 2:** An additional goal of EMAP is to strengthen NYS students’ foundational math knowledge and fluency. The games available through the vendor’s product should support grade-level fluency expectations as well as additional computational skills, such as fractional work, in grades 3-5.
 - Fluency in the [Glossary of Verbs Associated with the New York State Next Generation Mathematics Learning Standards](#) is defined as the ability to perform calculations and solve problems quickly and accurately, but fluency is not synonymous with automaticity, nor is it the same as merely memorizing facts. Fluency in each grade involves a mixture of just knowing some answers, knowing some answers from patterns and knowing some answers from the use of strategies.
 - Principles and Standards for School Mathematics states, “Computational fluency refers to having efficient and accurate methods for computing. Students exhibit computational fluency when they demonstrate flexibility in the computational methods they choose, understand and can explain these methods, and produce accurate answers efficiently.” (NCTM 2000)
 - Fluency can be looked at as building a student's confidence in their computational strategies. New York State wants students to be efficient, accurate and flexible in their computations and thinking. Fluency allows students to choose strategies that reinforce the conceptual understanding behind the calculation. These strategies (e.g., decomposing, bundling tens) allow for students to calculate without being slowed down by

confusing or unnecessary steps in a process. It's important to note that fluency begins with a deep understanding of a concept that leads to efficiency and accuracy. There is no exact definition of "how fast" students should be able to complete fluency exercises.

- Please see the chart below for grade-level fluency expectations. The [New York State Next Generation Mathematics Learning Standards Document](#) provides additional notes that help to clarify the fluency expectation for the grade levels. These additional notes are located with each grade-level standard.

Grade	Required Fluency	Related Standard(s)
K	Add/subtract within 5	NY-K.OA.5
1	Add/subtract within 10	NY-1.OA.6b
2	Add/subtract within 20* Add/subtract within 100 (pencil and paper)	NY-2.OA.2a NY-2.OA.2b
3	Multiply/divide within 100 [†] Add/subtract within 1000	NY-3.OA.7a, NY-3.OA.7b, NY-3.NBT.2
4	Add/subtract within 1,000,000	NY-4.NBT.4
5	Multi-digit multiplication	NY-5.NBT.5

- For additional information refer to [Adding It Up: Helping Children Learn Mathematics](#), The Strands of Mathematical Proficiency, Procedural Fluency pgs. 121-124.

A.1.2 Utilize Research-Based Instructional Strategies

- The math games, activities, and any curricular materials should utilize current, research-based strategies for elementary mathematics instruction and strategies grounded in current game-based learning theory.

* By end of year, know from memory all sums of two one-digit numbers

† By end of year, know from memory all products of two one-digit numbers

A.1.3 Align to NYS Standards

- The vendor will provide documentation in the form of a crosswalk that will demonstrate the alignment between the math games, activities, and any curricular materials and the [New York State Next Generation Mathematics Learning Standards](#) for grades K, one, two, three, four, and five.

A.1.4 Additional Content / Functionality

- The product should provide downloadable activities (e.g. practice work) for students, by grade and/or content/skill/standard, that can be completed on paper, offline.
- The product should provide resources for educators (e.g. lesson ideas, professional development).
- The product should provide resources for families (e.g. suggestions for ways to support children at home).
- The vendor's product should offer the following:
 - Ability to track/monitor individual student progress
 - Formative assessments
 - Reporting features
 - Accommodations / modifications / supports for Students with Disabilities and English Language Learners
 - Please reference the [Blueprint for English Language Learner/Multilingual Learner Success](#) and the [Blueprint for Improved Results for Students with Disabilities](#).

A.1.5 Additional Content Development

The vendor will provide a schedule of projected new development, delineating all content that is currently planned within the five year period.

A.2. Technical Specifications

A.2.1. Compliance

- The vendor's offered product/services must
 - Comply with the Children's Online Privacy and Protection Act (COPPA)
 - Comply [with Education Law 2-d](#), as well as any and all related, approved Regulations.
 - Comply with [New York State Cyber Security Policy P03-002](#)
 - Comply with [NYSED Web Accessibility Policy](#)
 - Please see RFP Appendix R: Data Security and Privacy Plan and Appendix S: Parents' Bill of Rights for Data Privacy and Security

A.2.2 System Requirements

- In New York State, local school districts choose which technologies to purchase to best meet their needs. The vendor's product should be optimized for multiple platforms-. The vendor's website/platform should function as expected on the following:
 - Windows desktops/laptops (Windows OS 8.1+)
 - Apple desktop/laptop (Mac OS 10.10+)
 - Chromebook (Chrome OS v59+)
 - iPad (iOS 11.2.5+)
- The vendor's website/platform should be accessible on mobile phones.
- The vendor's website/platform, and all content and games offered, must be available everywhere, at any time, by students, families, and educators, as long as the device has connection to the internet, with no cost to the families or schools.
- The product must run at optimal performance on the most current browser version of, at minimum, one of the following browsers: Chrome, Firefox, Internet Explorer. The product should run at optimal performance on Safari.
- The vendor will provide full technical specifications and requirements for their product in the proposal, including the

- Information on all companies hosting the site and the data, including where data is stored;
- browser(s) with which it is compatible or which browsers should be used for optimal performance.
- The vendor should ensure
 - The product is current with all security updates.
 - Content is delivered over secure https.
 - Uptime is 99.99%.
 - It has the current capacity to serve a significant increase in simultaneous users and/or increase capacity to serve a significant increase in simultaneous users. Please note that NYSED will be contracting for approximately 2.1M new licenses.

A.2.3 Unique User Authentication

- The vendor's offered product should support three categories of users:
 - Student
 - Parent/Family
 - Educator
- The vendor will provide a unique log-in and encrypted password (site credentials) for at least one million students.
 - Such unique site credentials shall retain each individual student's information and history (all prior activity on the site). Activity is tied to credential, not device. (e.g. Students can see the games/activities already completed; any scores/points/badges persist from session to session, etc.)
 - NYSED will provide, at vendor's request, a data file that will allow the vendor to identify district names/unique identifier number, school names/unique identifier number, and teacher names. NYSED will not provide student names or unique identifiers for students. NYSED will provide the vendor with contact information for every school/district, as well as BOCES Regional Information Centers (RICs). The vendor will contact districts, schools, and/or RICs and request a file (in a common data format) with student names, grade levels, and associated teacher name for each K-5 class in each school. The vendor will provide a method for

secure, encrypted (resting and in transmission) data transfer. Schools will not be required to manually input each student license.

- The site should offer content in languages other than English and the vendor will not gather any data from users ELL status based on the language preference chosen on the platform.
- If the site allows teachers to set accommodations for students, they can do so without identifying the students Special Education Status.
- The vendor will give access to all New York State students in grades K-5. This includes students in public school districts, religious and independent schools, charter schools, and educational programs administered by a State agency.
- As technology in New York State is decided and purchased locally, some New York State Districts and Schools provide Single-Sign On (SSO) systems for their students. Some use common protocols (such as Security Assertion Markup Language - SAML), but not all. The vendor will make a best effort to work with NYS Districts and Regional Information Centers to integrate their product with local SSO systems.
- The vendor will have a process for creating new accounts, resetting student credentials, or updating teacher/student relationships upon request during the school year for students who transfer to another school or district or move to New York from another state or country during the contract period.
- The vendor will have a process for either resetting all student credentials or updating all teacher/student relationships at the start of every school year during the contract period.
- During the contract period, the vendor will delete the accounts and data on all students who are promoted to 6th grade at the end of each school year.
- During the contract period, the vendor will have a process in place to add accounts for all students entering Kindergarten at the start of the school year.
- The vendor will provide one unique log-in and encrypted password (site credentials) for each student's family (one per student, equaling at least 1 million families).

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- The parent-level credential will, at minimum, give access to the games and content that the student-level credential has access to, without impacting student experience.
- Additional functionality, such as ability to view student progress, should be a component of the family log-in.
- It is NYSED's expectation that the vendor will have a process in place to give one family log-in per student for all New York State students in grades K-5 for all years of the contract. This includes students in public school districts, religious and independent schools, charter schools, and educational programs administered by a State agency.
- During the contract period, the vendor will delete the accounts and data on all families of students who are promoted to 6th grade at the end of each school year.
- During the contract period, the vendor will have a process in place to add accounts for families of all students entering Kindergarten at the start of the school year.
- The vendor will provide a unique log-in and encrypted password (site credentials) to New York State educators who teach math or support math instruction for students in grades K to 5, including classroom teachers, co-teachers, math content specialists, etc. This number is approximately 100,000 – 125,000 educators.
 - The educator-level credential will, at minimum, give access to the games and content that the student-level credential has access to, without impacting student experience.
 - Additional functionality, such as ability to monitor student progress, assign content, etc. should be a component of the educator log-in.
 - The vendor will have a process for creating new accounts, resetting credentials, or updating teacher/student relationships upon request during the school year for teachers who transfer employment to another school or district or begin new employment in New York.
 - The vendor will suspend accounts immediately upon notice by a New York State Administrator that a teacher's employment has been terminated. The account will be deleted as soon as technically possible.

- The vendor will have a process for either resetting all student credentials or updating all teacher/student relationships at the start of every school year during the contract period.
- At the end of the contract period, the vendor will delete all data and all accounts from student, family, and teacher accounts.
- The vendor will provide support for lost usernames and passwords. NYSED will not provide support for lost usernames and passwords.

A.2.4 User Experience

- The users will access the games/content/resources through a website/online platform.
- The site must not display any advertisements after user is authenticated. If any advertisements are allowed on the site for non-authenticated users, the vendor must provide details in the proposal on how advertisements are chosen/served to those users.
- External links should be limited in number and should only be utilized where necessary to provide additional resources or information related to the educational mission of the site. If there are external links, the site or platform should clearly label the link as external and provide a “click-through” gate (e.g. pop up asking user to confirm they wish to leave the site).
- The vendor will provide details on time-out functionality of the authenticated session.

User Experience for Students:

- There should be an element of choice available for students; the students should be able to choose games to play/activities to engage with.
- The games/activities available for students should automatically default to the student’s current grade level.
 - The site may offer “challenging” and/or “foundation” content for students if the content is not marked by grade level.
 - If the system is adaptive and feeds games/content to the student that is above or below grade level, the grade level should not be displayed for the student. For example, if the system AI has determined that a 2nd grade

student needs to revisit 1st grade topics, the games/apps/activities should not display “Grade 1” on the UI.

- The student should not be able to choose content by grade level. For example, a second grade student should not be able to choose “4th grade” content or “Kindergarten” content.
- At most, the student should only need to enter name, grade, school name and/or teacher name during the initial user set up. The student should not need to enter any personal information after the initial user set-up is complete. The student’s information should persist between sessions.
- Upon authentication, the student should see games/activities available to him or her. If the site/system offers any gamified incentives (points, badges, etc.), that information should be displayed.
- The site must not display to student users any content available for additional cost or allow student users to make purchases.
- The site must not display to student users any offer of additional support or services. (E.g. Students should not be offered the ability to “sign up” for anything after the initial user set-up is complete.)

User Experience for Parents/Families

- Parents should be able to filter and/or search for games/activities by multiple categories, including but not limited to grade level and concept.
 - Search functionality should return relevant results.

User Experience for Educators

- Educators should be able to filter and/or search for games/activities by multiple categories, including but not limited to grade level and concept.
 - Search functionality should return relevant results.
- NYSED desires to contract with a vendor whose product offers additional features for educators, such as the ability to view the games/activities students have completed, success rate, downloadable reports, ability to serve students specific content, etc.
- Educators should be limited to viewing only those students for whom they are directly responsible for educating.

A.2.5 Current and Future Development

- The vendor's content and games must be aligned with the Mathematics Next Generation Learning Standards and compatible with above technical specifications.
- The vendor will provide a schedule of projected new development through 2025, delineating development that is currently planned.

A.2.6 Additional Functionality

- It is preferable that the vendor's product offer the following:
 - Support District Single-Sign On (SSO)
 - Adaptive technology: the system provides content based on students' performance, rather than on a linear path
 - Integration with one or more Learning Management System(s) and/or cloud-based platforms such as, but not limited to, Google Classroom/Education Suite or Office 365.

Deliverable B: Support and Professional Development

- The vendor will be responsible for ensuring that schools and districts have the tools to support students as stated in the sections below:

B.1 Product Demonstration for NYSED staff

The vendor will provide training and access to any designated NYSED staff member within 15 days of contract approval. Each NYSED staff member will be able to view and use the system for each of the three roles – student, parent, and educator.

B.2 “Getting Started” Instructions/Information

- The vendor will provide a digital “Welcome Packet” for NYS schools that provides tools such as video tutorials, instructions for logging in, and downloadable handouts by September 1 of each contract year.
- All materials must have a student, family, and educator version.

Information on the product and instructions for logging in should be provided to parents in at least the top ten languages other than English spoken in New York. These languages are: Spanish, Chinese, Arabic, Bengali, Russian, Haitian Creole, Urdu, French, Karen, and Uzbek.

B.3 Technical Support

- The vendor must provide technical support for educators and families during normal business hours (8 am to 6 pm Eastern Standard Time). Technical support should be available during extended hours (7 am to 8 pm EST). Contact options must be offered in at least the following ways:
 - Toll-free phone number
 - Email address

B.4 Professional Development

- The vendor will provide or make available (such as in an asynchronous method) professional development for educators on using the website/program.
- Professional development should include video content (such as online tutorials) and downloadable materials.
- The vendor will provide a training on the vendor’s product, either in-person or through online conferencing, specifically for NYSED staff who will be supporting the program.
- The vendor will plan and facilitate five (5) one-day, in-person, train-the-trainer workshops for professional development staff from the BOCES and Big 5 districts in the first year of the contract to ensure these trainers can train educators on how to effectively use the product to meet the goals of the EMAP. Each workshop will hold up to 100 staff per session on a first come, first served basis.
- The workshops will be conducted in the following regions:

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- Western New York/Buffalo
 - Central New York/Syracuse
 - Capital Region New York/Albany
 - New York City
 - Long Island
- The workshops should be held in August of the first contract year.
 - NYSED will assist the Program Director in coordinating the event logistics.
 - The vendor is responsible for the costs of the workshops, including the cost of vendor staff/consultant travel expenses, refreshments for participants, materials for participants, etc.

Any travel must be in accordance with the approved NYS rates. New York State rates are available at: <http://www.gsa.gov/portal/category/21287>.

- Historically, BOCES/RICs and school districts have provided workshop space at no charge.

Deliverable C: Facilitation of Statewide Tournament

- The vendor will facilitate a mathematics tournament for elementary school students (Grades 1-5) at the end of each school year of the contract period. The tournament will be comprised of 10 Virtual Regional Contests (detailed below) and one Statewide Event per year.

The 10 Regions have been developed by NYSED to distribute teams evenly based on public school district enrollment. The vendor will coordinate with the BOCES and Big 5 School District included in each Region to encourage school participation. Participation is not required. Please see the attached list of districts, BOCES, and their respective Regions in [Appendix 1](#) and [Appendix 2](#). Non-component Districts and Charter, Religious, and Independent Schools may participate in the Region in which their district (or in NYC, CSD) is located.

- **Region 1:** CATTARAUGUS-ALLEGANY-ERIE-WYOMING, ERIE 1, ERIE 2-CATTARAUGUS-CHAUTAUQUA, LIVINGSTON-GENESEE-STEUBEN-WYOMING (GENESEE VALLEY), MONROE 2-ORLEANS, ORLEANS-NIAGARA, SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY
- **Region 2:** BROOME-DELAWARE-TIOGA, CAYUGA-ONONDAGA, DELAWARE-CHENANGO-MADISON-OTSEGO, FRANKLIN-ESSEX-

HAMILTON, JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER, MADISON-ONEIDA, MONROE 1, ONTARIO-CAYUGA-SENECA-WAYNE-YATES (WAYNE-FINGER LAKES), OSWEGO, SAINT LAWRENCE-LEWIS, SULLIVAN, TOMPKINS-SENECA-TIOGA

- **Region 3:** ALBANY-SCHENECTADY-SCHOHARIE (CAPITAL REGION), CLINTON-ESSEX-WARREN-WASHINGTON, OTSEGO-DELAWARE-SCHOHARIE-GREENE, HAMILTON-FULTON-MONTGOMERY, HERKIMER-FULTON-HAMILTON-OTSEGO, ONEIDA-MADISON-HERKIMER, ONONDAGA-CORTLAND-MADISON, WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX
- **Region 4:** DUTCHESS, ORANGE-ULSTER, RENSSELAER-COLUMBIA-GREENE (QUESTAR III), ULSTER, WESTCHESTER,
- **Region 5:** NASSAU, PUTNAM-WESTCHESTER, ROCKLAND
- **Region 6:** EASTERN SUFFOLK, WESTERN SUFFOLK
- **Region 7:** NYC SPECIAL SCHOOLS - DISTRICT 75, NEW YORK CITY GEOGRAPHIC DISTRICT # 1, NEW YORK CITY GEOGRAPHIC DISTRICT # 2, NEW YORK CITY GEOGRAPHIC DISTRICT # 3, NEW YORK CITY GEOGRAPHIC DISTRICT # 4, NEW YORK CITY GEOGRAPHIC DISTRICT # 5, NEW YORK CITY GEOGRAPHIC DISTRICT # 6, NEW YORK CITY GEOGRAPHIC DISTRICT # 7, NEW YORK CITY GEOGRAPHIC DISTRICT # 8, NEW YORK CITY GEOGRAPHIC DISTRICT # 9
- **Region 8:** NEW YORK CITY GEOGRAPHIC DISTRICT #10, NEW YORK CITY GEOGRAPHIC DISTRICT #11, NEW YORK CITY GEOGRAPHIC DISTRICT #12, NEW YORK CITY GEOGRAPHIC DISTRICT #13, NEW YORK CITY GEOGRAPHIC DISTRICT #14, NEW YORK CITY GEOGRAPHIC DISTRICT #15, NEW YORK CITY GEOGRAPHIC DISTRICT #16, NEW YORK CITY GEOGRAPHIC DISTRICT #17, NEW YORK CITY GEOGRAPHIC DISTRICT #18, NEW YORK CITY GEOGRAPHIC DISTRICT #19
- **Region 9:** NEW YORK CITY GEOGRAPHIC DISTRICT #20, NEW YORK CITY GEOGRAPHIC DISTRICT #21, NEW YORK CITY GEOGRAPHIC DISTRICT #22, NEW YORK CITY GEOGRAPHIC DISTRICT #23, NEW YORK CITY GEOGRAPHIC DISTRICT #32, NEW YORK CITY GEOGRAPHIC DISTRICT #24, NEW YORK CITY GEOGRAPHIC DISTRICT #25
- **Region 10:** NEW YORK CITY GEOGRAPHIC DISTRICT #26, NEW YORK CITY GEOGRAPHIC DISTRICT #27, NEW YORK CITY GEOGRAPHIC DISTRICT #28, NEW YORK CITY GEOGRAPHIC DISTRICT #29, NEW YORK CITY GEOGRAPHIC DISTRICT #30, NEW YORK CITY GEOGRAPHIC DISTRICT #31

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- The focus of the Tournament will be to celebrate student achievement in mathematical fluency, conceptual understanding, and application.
 - The problems will be aligned to the New York State Next Generation Mathematics Learning Standards.
 - The Regional Contests will focus on mathematical fluency.
 - The Statewide Event will focus on conceptual understanding and application.
- The vendor will identify one individual to serve as the Tournament program administrator. This individual will be expected to communicate regularly, on a schedule to be determined by NYSED, with NYSED's Office of Curriculum and Instruction, and provide updates and reports as requested.
- The Statewide Event will be in-person and the Regional Contests will be an online assessment.
- For the Statewide Event, teams of three for each grade in each of the ten Region, will compete. One team per grade will be named statewide winner.
- Regional winning teams will be determined by top scores on the regional online assessment. For each grade level, the vendor will identify the school (not district) with students who scored the top three scores, by average. In the case of a tie, the average fastest time to complete the assessment will be used to determine the winning team. The three students will become the winning grade-level team for the Region.
 - To participate, schools must select at least three students from the same grade to take the regional assessment. Students must be enrolled in the same school, not three schools from the same district. There is no maximum number of students who can participate per school.
 - Winning teams must come from the same grade in the same school. Teams do not need to be enrolled in the same class.
 - If more than one grade-level winning team in a region is enrolled at the same school, NYSED must be consulted before winners are announced.
- Up to \$500,000 of the total budget each year may be allocated for the Statewide Tournament (Regional Contests and Statewide Event). Included in the \$500,000 max total for the statewide tournament must be prizes for students and schools as indicated below.

- The vendor will provide physical awards for participants and winners of the statewide event.
 - Grade level winners (three students per grade) at Regional Contests and Statewide Event will receive a trophy. The trophy for Regional Contests will be smaller than for the Statewide Event. A “sample” trophy should be available at the Statewide Event for winners to take pictures; students’ actual (individual) trophies should be engraved with their names and mailed to the students’ schools after the events.
 - NYSED will approve final design and wording.
 - The winning school at each grade level at Regional Contests and Statewide Event will receive a plaque.
 - The winning school at each grade level of the Regional Contest (50 schools total statewide) must receive a \$1,000 award. (\$50,000 total)
 - The winning school at each grade level at the Statewide Event (5 schools) must receive a \$5,000 award. (\$25,000 total)
 - All student participants at both the Regional Contests and Statewide Event will receive a physical award, such as a certificate or ribbon.
 - The Vendor will provide receipts for all awards (trophies/plaques, etc.) to NYSED.

C.1 Statewide Event

- The Statewide Event will focus on conceptual understanding and application.
 - Two weeks prior to the date of the Statewide Event, the vendor will email the primary contact for each Regional winning team with the challenge task. Teams will have two weeks to complete the challenge and create a presentation to be given at the Statewide Event.
 - The vendor will create specifications to ensure equitable participation.
 - Challenge tasks and scoring rubrics will be created by one or more elementary mathematics specialists and will require students to demonstrate conceptual understanding and apply knowledge through modeling.

- Students will have five minutes to present to the contest judges on the day of the statewide competition.
- The Statewide Event will be held on one weekend (Saturday or Sunday) day.
- Winners from the 10 Regional Contests (3 students and 2-4 adult chaperones per grade level per team) will convene in person to participate in the statewide contest.
 - Teams must have at least two adult chaperones (teacher/administrator sponsor and one of the children's legal parent/guardian), and may have two additional adult chaperones. If the students are of different sexes, the adult chaperones must include adults corresponding to the sex of the children.
- The vendor will reimburse regional student winners (15 students per region) and parent/guardian/teacher chaperones (10-20 adults per region) for travel, accommodations (one night max, and meals to attend the Statewide Event, per the [GSA rates](#) for the city/county where the event will be held for the year of the contest).
 - Overnight accommodation for one night max can be reimbursed for teams travelling more than 90 miles. Teams may be reimbursed for up to 4 rooms.
 - Allowed travel reimbursement: mileage, car rental, tolls, parking, gas, train tickets (coach only), cab/Uber/LYFT. Not allowable: air travel.
 - Please note: Cab/Uber/LYFT use should be limited to travel between:
 - Residence to/from public transportation terminal (bus/train) or to/from car rental agency.
 - Public transportation terminal (bus/train) to/from hotel accommodation.
 - Hotel accommodations to/from site of Statewide Event.
 - Meals not provided at contest must be reimbursed at the GSA per diem rate.
- The vendor may choose to sub-contract with an experienced and established event-planning organization to ensure success of the Statewide Event.

C.1.1 Date

- The date of the Statewide Event must fall after the end of make-up administration for the NYS 3-8 Mathematics Assessment and before June 15 of each year of the contract. (Assessment schedules can be found on [NYSED website.](#))
- The date of the Statewide Event must be announced no later than January 15 of each year of the contract.

C.1.2 Location

- The Statewide Event must be held at a SUNY campus.
- The location must have adequate hotel accommodations for a large event.
 - The Tournament Program Administrator must work with hotel(s) near the Statewide Event location to secure a block of rooms at a discounted rate for teams traveling more than 90 miles. The hotel information must be communicated to the regional facilitator.

C.1.3 Facilities/Amenities

The Statewide Event must be held at a SUNY campus.

The vendor will secure adequate facilities and amenities for a one-day, large Statewide Event, including amenities adequate and appropriate for small children and parents/adult chaperones who will accompany small children, including but not limited to

- Contest space: The facility must have a large indoor, air-conditioned space that includes a presentation area with digital projection equipment and microphone sound system, and will comfortably seats at least 150 people.
- Ten (10) additional rooms must be available for participants to use as workspaces. Each room must seat, provide working space, and have available and adequate Wi-Fi for 35 people.
- Parking: The vendor must ensure sufficient, free parking is available for the event.
- Staff:
 - The individual identified as the Tournament Program Administrator will be present at the Statewide Event and will be available and will manage events throughout the day.

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- The vendor must provide sufficient staff to direct and assist participants and adult chaperones.
- The vendor must arrange to provide at least one Registered Nurse and one assistant with first aid and CPR training to be present and available throughout the entire day.
- The vendor must ensure security personnel are visible and available throughout the day.
- The vendor must coordinate with local government/police to ensure adequate traffic assistance and secure any permits, if necessary.
- The vendor must provide at least one individual who will serve as the contest facilitator, who will introduce the students, read the equations/questions, and perform any necessary duties at the discretion of the tournament program facilitator.
- The vendor must provide at least three elementary mathematics content specialists to serve as the contest judges.
- Food: The following must be provided for free to children and adult chaperones (Approximately 350 people):
 - Coffee, juice/milk, fruit, and packaged breakfast option in the morning.
 - A full catered lunch must be provided in the afternoon, with allergen-free, vegan, and Kosher/Halal options. Attention must be paid to seating options, ensuring lunch is available for an extended time period to accommodate for students who are competing during the designated lunch period, etc.
 - Water and allergen-free, healthy snacks must be available throughout the day.
- Other Facilities, including
 - adequate bathrooms
 - first aid area(s)
 - Seating/waiting spaces
 - a designated “calm room” for students with special needs (in addition to the 11 rooms described above).
- Air conditioning and protection from the elements (rain/sun).
- Entertainment

- There will be 150 children ages 6-11 at the event. The vendor must coordinate to ensure that there are multiple, age-appropriate activities for students to engage in while they wait to compete.
- Adequate signage, maps, and printed schedules to ensure participants know where to be and at what time.

C.1.4 Materials

The vendor will provide the materials necessary to conduct the Statewide Event, including but not limited to

- Grade-specific problem-based challenge for each grade (1-5).
 - As the Statewide Event is for regional winners, the vendor must assume the students possess high-level mathematical ability and should craft problems to challenge students.

C.2 Regional Contest

- The Regional Contest will be an online assessment that focuses on fluency. The vendor will work with elementary mathematics experts to develop challenging assessments, by grade level, aligned with the NYS Next Generation Mathematics Standards, that will be delivered digitally.
 - The test delivery platform must record individual sessions, including responses for each item and time stamps. Responses and time stamps must be tied to individual student names so that regional winners can be identified.
 - The assessment must be based on the vendor's same online math games platform.
- The Statewide Tournament Program Administrator, identified by the vendor, will coordinate with and provide support to one regional facilitator from each of the 10 Regions. NYSED will assist with contacting the regions, identifying the regional designers, and providing contact information to the vendor.

C.2.1 Date

- Regional Contests should be held during April of each contract year, most likely after the make-up administration for the NYS Grades 3-8 ELA Assessment and prior to the primary administration of the NYS 3-8 Mathematics Assessments. Regional Contests may not be held the week before or during the primary administration window of either the NYS 3-8 ELA or Mathematics Assessments, nor may they be held on a religious holiday or during the week the majority of NYS school students are on Spring Break.

C.2.2 Location

- Students will take the Regional Assessment at their home school during the regular school day.

Staffing Requirements and Responsibilities

Project Director

The vendor must designate a Project Director, who will be a full-time staff member dedicated to this project and will serve as the lead point of contact with NYSED.

The Project Director is expected to manage the program and execution of the deliverables. The Project Director is also responsible for ensuring that any organization serving as a subcontractor for this contract is providing services that meet NYSED expectations. NYSED staff will communicate any concerns regarding the quality of the services provided to the Project Director. The Project Director must participate in at least one meeting with NYSED staff each month during the contract period (monthly meetings may be by telephone or video conference).

The Project Director should have project management experience; a background in education is desired but not required.

Tournament Program Administrator

The vendor will designate a Tournament Program Administrator who will serve as the organizer of the Statewide Event and the primary contact to facilitate planning with and providing support for the Regional Contest facilitators.

The Tournament Program Administrator will be expected to check in regularly with the Office of Educational Design and Technology and provide updates and reports as requested. The Tournament Program Administrator must also be present at the Statewide Event to manage events throughout the day and ensure that all components of the Statewide Event portion of the contract are fulfilled.

Contest Facilitator

The vendor will designate a Contest Facilitator to participate in the Statewide Event. The Contest Facilitator will introduce students during the contest, read the equations/questions, and perform any other necessary tasks as determined by the Tournament Program Administrator.

Chief Technology Officer or Director of Technology

The vendor will identify a Chief Technology Officer or Director of Technology. This person is responsible for the online website/platform. The Chief Technology Officer or Director of Technology will ensure that the program performs to the expected specifications.

Chief Academic Officer or Director/Mathematics expert

The vendor will identify a Chief Academic Officer or Director/Mathematics expert. This person is responsible for the mathematics content on the website/platform. The Chief Academic Officer or Director/Mathematics expert will ensure that the content aligns to the New York State Next Generation Mathematics Learning Standards and all required fluencies.

Professional Development Facilitator

The vendor will identify a Professional Development Facilitator. This person is responsible for developing content/materials and facilitating the professional development, including the "Welcome Packet" and the train-the-trainer workshops. The Professional Development Facilitator will also be responsible for facilitating the training for the NYSED staff that will have access to the website/platform.

Payments and Reports

Payments for deliverables will be made upon completion and approval by NYSED as identified in the winning vendor's cost proposal. Payments to the vendor will only be made in accordance with properly submitted invoices. All invoices submitted for payment must include dates of services and an itemized list of activities and costs consistent with the deliverables contained in the executed contract. Invoices with incomplete information will

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be returned to the vendor. Payments to subcontractors should be listed on invoices. Payment for subcontractors must list the subcontractor's name, payment amount, and nature of services provided separately on the invoice submitted.

All travel related to contractual services will be included in the deliverable price and in accordance with the approved NYS rates. New York State rates are available at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Vendors will be required to submit quarterly and annual reports to NYSED in accordance with a format and schedule to be determined at the discretion of NYSED.

Requirements of Education Law Section 2-d

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The New York State Data Security and Privacy Plan (Appendix R), the Parents Bill of Rights (Appendix S) and the Attachment to the Parents' Bill of Rights for Contracts Involving Certain Personally Identifiable Information (Appendix S-1) are annexed to this RFP, the terms of which are incorporated herein by reference, and which shall also be part of the Contract.

Bidders should complete items #3 and #6 of the Appendix S-1 and return with their technical proposal for review.

Accessibility of Web-Based Information and Applications

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

Subcontracting Limit

Subcontracting will be limited to 40% of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

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

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

For additional information about Vendor Responsibility, see the **Vendor Responsibility** section contained in **3.) Evaluation Criteria and Method of Award** of this RFP.

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

Consultant Staff Changes

The Project Director and Tournament Program Administrator cannot be replaced without approval of NYSED, upon justification for the change, and must be replaced by staff with comparable experience and expertise, and at a cost equal to or less than the key staff person identified in the vendor's proposal.

Contract Period

NYSED will award **one** (1) contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin July 1, 2020 and to end June 30, 2025.

Electronic Processing of Payments

In accordance with a directive dated January 22, 2010 by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments. Additional information and authorization forms are available at the [State Comptroller's website](#).

M/WBE and Equal Employment Opportunities Requirements

CONTRACTOR REQUIREMENT AND OBLIGATION UNDER NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS)

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation By Minority Group Members and Women With Respect To State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.

The New York State Education Department (“NYSED”) has enacted its policies Equal Opportunity, Non-Discrimination and Affirmative Action and on Minority and Women-Owned Business Enterprise Procurements, consistent with the requirements as set forth under the provisions of Article 15-A (the “Article”) incorporated by reference, requiring Contracting Agencies to implement procedures to ensure that the “Contractor” (as defined under Article 15-A, §310.3 shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract, complies with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, in addition to providing Opportunities for Minority and Women-Owned Business Enterprises on all covered state contracts.

In keeping with the intent of the Law, it is the expectation of the Commissioner and the responsibility of all contractors participating in and/or selected for procurement opportunities with NYSED, to fulfill their obligations to comply with the requirements of the Article and its implementing regulations.

In accordance with these requirements, the contractor hereby agrees to make every good faith effort to promote and assist the participation of certified Minority and Women-Owned Business Enterprises ("M/WBE") as subcontractors and suppliers on this project for the provision of services and materials in an amount at least equal to the M/WBE goal (Included in the procurement document) as a percentage of the total dollar value of this project. In addition, the contractor shall ensure the following:

1. All state contracts and all documents soliciting bids or proposals for state contracts contain or make reference to the following provisions:

a. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

For purposes of the Article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rate of pay or other forms of compensation.

b. The contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligation herein.

c. The contractor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status.

2. The contractor will include the provisions of subdivision one of this section in every subcontract as defined under §310.14, except as provided under §312.6 of the Article, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the State contract.

3. Contractors or subcontractors shall comply with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section.
4. Contractors and subcontractors shall undertake programs of affirmative action and equal employment opportunity as required by this section⁶. In accordance with the provision of the Article, the bidder will submit, with their proposal, Staffing Plan (EEO 100).
5. Certified businesses (as defined under Article 15-A, §310.1 means a business verified as a minority or women-owned business enterprise pursuant to §314 of the Article) shall be given the opportunity for meaningful participation in the performance of this contract, to actively and affirmatively promote and assist their participation in the performance of this contract, so as to facilitate the award of a fair share of this contract to such businesses⁷.
6. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the [Empire State Development \(“ESD”\) directory of certified businesses](#). The contractor must document its good faith efforts as set forth in 5 NYCRR 142.8. This document, Contractors Good Faith Efforts, can be found in the M/WBE Submission Documents.
7. Contractor shall agree, as a condition of entering into said contract, to be bound by the provisions of Article 15-A, §316.
8. Contractor shall include the provisions set forth in paragraphs (6) and (7) above, in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with this contract.
9. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs which effectuates the purpose of this section.
10. Contractor shall submit all necessary M/WBE documents and/or forms as described above as part of their proposal in response to NYSED procurement.

⁶ Notice – Contractors are provided with notice herein, NYSED may require a contractor to submit proof of an equal opportunity program after the proposal opening and prior to the award of any contract. In accordance with regulations set forth under Article 15-A §312.5, contractors and/or subcontractors will be required to submit compliance reports relating to the contractor’s and/or subcontractor’s program in effect as of the date the contract is executed.

⁷ Should the contractor identify a firm that is not currently certified as an M/WBE, it should request that the firm submit a certification application [Empire State Development](#) by the deadline for submission of proposals for eligibility determination. It is the responsibility of the contractor to ensure that a sufficient number of certified M/WBE firms have been identified in response to this procurement, in order to facilitate full M/WBE participation.

11. The percentage goals established for this RFP are based on the overall availability of M/WBEs certified in the particular areas of expertise identified under this RFP. These goals should not be construed as rigid and inflexible quotas which must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.

12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the plan, as to what measures and procedures contractor intends to take to comply with the provisions of the Article.

13. Contractor shall upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor, within the period of time specified, will submit compliance reports documenting remedial actions taken and other information relating to the operation and implementation of the Utilization Plan.

14. Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with NYSED M/WBE Program Unit requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such contractor's inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

For purposes of determining a contractor's good faith efforts to comply with the requirements of this section or be entitled to a waiver, NYSED shall consider at the least the following:

I. Whether the contractor has advertised in general circulation media, trade association publications and minority-focused and women-focused media and, in such event;

a. Whether or not the certified M/WBEs which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and

b. Whether certified businesses solicited by the contractor responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's deadline for submission of proposals.

II. Whether there has been written notification to appropriate certified M/WBEs that appear in the [Empire State Development website](#).

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All required Affirmative Action, EEO, and M/WBE forms to be submitted along with bids and/or proposals for NYSED procurements are attached hereto. Bidders must submit subcontracting forms which:

- 1) fully comply with the participation goals specified in the RFP; OR
- 2) partially comply with the participation goals specified in the RFP, and include a request for partial waiver, and document its good faith efforts to fully comply with the percentage goals specified in the RFP; OR
- 3) do not include certified M/WBE subcontractors or suppliers, and include a request for a complete waiver, and document its good faith efforts to fully comply with the participation goals specified in the RFP.

All M/WBE firms are required to be certified by Empire State Development (ESD). Online Certification can be found at the [New York State Contract System website](#).

Failure to comply with the requirements of Article 15-A as set forth under this procurement and in conjunction with the corresponding contract, will result in the withholding of associated funds and other enforcement proceedings set forth under Article 15-A.

SUBMISSION

This section details the submission document or documents that are expected to be transmitted by the respondent to the State Education Department in response to this RFP. New York State Education Department shall own all materials, processes, and products (software, code, documentation and other written materials) developed under this contract. Materials prepared under this contract shall be in a form that will be ready for copyright in the name of the New York State Education Department. Any sub-contractor is also bound by these terms. The submission will become the basis on which NYSED will judge the respondent's ability to perform the required services as laid out in the RFP. This will be followed by various terms and conditions that reflect the specific needs of this project.

Project Submission

The proposal submitted in response to this RFP must include the following documents:

1. Submission Documents—Two (2) copies (one bearing an original signature)
2. Technical Proposal—Five (5) copies
3. Cost Proposal—Two (2) copies (one bearing an original signature)
4. M/WBE Documents— One (1) copy bearing an original signature
5. Microsoft Office (CD or USB format)—One (1) electronic version with the submission, technical, cost, and M/WBE proposals. Please place the CD or USB flash drive in a separate envelope. Electronic copies should be saved as Microsoft Office applications (Word, Excel, etc.).

The proposal must be received by **February 19, 2020 by 3:00 PM** at NYSED in Albany, New York.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide complete presentation. If supplemental materials are a necessary part of the proposal, the bidder should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

The proposal must communicate an understanding of the deliverables of the RFP, describe the product to be offered and how the tasks are to be performed, and identify

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potential problems in the conduct of the deliverables and methods to identify and solve such problems.

Bidders should specify all details and dates required to evaluate the technical proposal and should limit aspects of the project which are to be determined only after the award of a contract.

No optional deliverables to be provided only at an additional cost should be included and will not be considered in the evaluation of the technical proposal.

Contractual terms, conditions and assumptions are inappropriate for inclusion in the proposal.

Any proprietary material considered confidential by the bidder will specifically be so identified, and the basis for such confidentiality will be specifically set forth in the proposal by submitting the form “Request for Exemption from Disclosure Pursuant to the Freedom of Information Law,” located in the Submission Documents section.

Technical Proposal (70 points)

The **original plus four (4)** copies of the completed Technical Proposal must be mailed in a separate envelope labeled **RFP #19-035-Technical Proposal-Do Not Open** and must include the following:

- I. Organizational Capacity and Experience (10 Points)
- II. Independent Evaluation by a Credible Research Organization (10 Points)
- III. Deliverable A: Website/Platform (20 Points)
- IV. Deliverable B: Support and Professional Development (10 Points)
- V. Deliverable C: Statewide Mathematics Tournament (20 Points)

I. Organizational Capacity and Experience (10 points Maximum)

The proposal should show evidence of adequate human, organizational, technical and professional resources and associated abilities to meet the needs of this RFP.

The proposal should provide detailed information explaining the vendor's experience and expertise in areas specific to the services and support to be provided, and its capacity to successfully undertake the scope of work this project entails.

A response that meets the standard for this section will provide comprehensive, detailed information on the following:

- A description of the bidder's organization, including mission/vision, number of years in business, areas of expertise, awards/accolades, partnerships/endorsements, and other relevant information to demonstrate how the bidder's organization compares with other vendors offering similar products and services.
- Provide the name(s) of the staff person(s) who will be responsible for the below activities. For all persons listed, include a description(s) of their relevant experience and expertise demonstrating they are qualified for these positions, as well as the number of years employed by the bidder. Resumes should be included as Appendices.
 - Program Director (mandatory requirement)
 - Chief Technology Officer or Director of Technology responsible for online website/platform
 - Chief Academic Officer or Director/Mathematics expert responsible for mathematics content
 - Professional Development Facilitator responsible for developing content/materials and facilitating professional development
 - Individual who will serve as the Statewide Mathematics Tournament Program Administrator.
- How the bidder will ensure continuity of project staff for the entire contract period.
- How the bidder has and will maintain adequate resources (human, organizational, technical, professional, and financial) to offer the product and services proposed – at the same or higher quality-level proposed - throughout the length of the contract period.

II. Evidence of Independent Evaluation by a Credible Research Organization (Mandatory Requirement) (10 points Maximum)

The bidder must include evidence that the mathematics instructional games/activities available through the online site/platform product being offered have been independently evaluated for effectiveness in a school setting by a credible research organization. For the purpose of this RFP, a credible research organization refers to an

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institute of higher education or a nonprofit organization that includes independent research as a component of its mission.

This documentation must be on letterhead of the credible research organization and signed by the researcher or an individual authorized to speak on behalf of the organization.

After the mandatory requirement has been verified, this section will be scored based on the quality of the independent evaluation.

III. Deliverable A: Website/Platform (20 Points Maximum)

The proposal should provide detailed information on the vendor's existing website/platform and the supplemental math practice, in the form of online mathematic games.

A response that meets the standard for this section will align with all program requirements and provide detailed information on the following:

Curriculum and Instructional Specifications (10 Points Maximum)

- How the product and content meet the goals of the EMAP program, including
 - Fostering a love of math through play.
 - Strengthening NYS students' foundational math knowledge and fluency.
- How the math games, activities, and any curricular materials utilize current, research-based strategies for elementary mathematics instruction and strategies grounded in current game-based learning theory.
- How the math games, activities, and any curricular materials are aligned to [New York State Next Generation Mathematics Learning Standards](#) for grades K, one, two, three, four, and five.
- The availability of downloadable activities (e.g. practice work) for students, by grade and/or content/skill, that can be completed on paper, offline.
- The available resources for educators (e.g. lesson ideas, professional development).
- The available resources for families (e.g. suggestions for ways to support children at home).

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- The vendor's product should also offer the following:
 - Ability to track/monitor individual student progress
 - Formative assessments
 - Reporting features
 - Accommodations / modifications / supports for Students with Disabilities and English Language Learners
- A schedule of projected new development, delineating all content that is currently planned within the five year period.

Technical Specifications (10 Points Maximum)

- How the vendor's offered product/services complies with Federal and New York State Law and NYS/NYSED policy outlined in the Project Description and Deliverables Section.
- The platforms that the vendor's product is optimized for, and if it functions on mobile phones and the four required platforms (Windows desktops/laptops (Windows OS 8.1+), Apple desktop/laptop (Mac OS 10.10+), Chromebook (Chrome OS v59+), iPad (iOS 11.2.5+))
- Full technical specifications and requirements for their product in the proposal, including
 - Information on all companies hosting the site and the data, including where data is stored;
 - browser(s) with which it is compatible or which browsers should be used for optimal performance.
 - Evidence that the product is current with all security updates.
 - Evidence that content is delivered over secure https.
 - Evidence that uptime is 99.99%.
- How the system has the current capacity to serve a significant increase in simultaneous users and/or increase capacity to serve a significant increase in simultaneous users. Please note that NYSED will be contracting for approximately 2.1M new licenses.
- The proposed process to give access to approximately 2.1M new users in New York State, in three categories of users (Student, Parent/Family, Educator).

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- The vendor will detail its process for creating new accounts, resetting student credentials, or updating teacher/student relationships upon request during the school year for students who transfer to another school or district or move to New York from another state or country during the contract period.
- The vendor will detail its process for either resetting all student credentials or updating all teacher/student relationships at the start of every school year during the contract period.
- The vendor will detail its process for adding accounts for all students entering Kindergarten at the start of the school year and for deleting all accounts and data for students who are promoted to 6th grade
- The vendor will describe all of the functionality of the educator-level credential, including access to the games and content of the student-level credential, ability to monitor student progress, and assigning content.
- The vendor will detail its process for creating new accounts, resetting credentials, or updating teacher/student relationships upon request during the school year for teachers who transfer employment to another school or district or begin new employment in New York.
- The vendor will describe the process for allowing accommodations for ELL and Special Education students without collecting any data on those accommodations
- The vendor will describe how they will provide support for lost usernames and passwords.
- The vendor will describe the process for deleting all data and accounts at the end of the contract period.
- Please see the Project Description and Deliverables Section for additional requirements for authenticated log-ins. The vendor should address how it will meet those requirements.
- A description of the user experience at the student-, family- and educator-level credentials.
- The vendor will provide full technical specifications and requirements for their product, including the
 - Information on all companies hosting the site and the data, including where data is stored;

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- browser(s) with which it is compatible or which browsers should be used for optimal performance.
- The vendor will provide details on time-out functionality of the authenticated session.
- The vendor will describe how advertisements are chosen for non-authenticated users.
- External links should be limited to educational resources or information. If the website/platform has external links, the vendor will explain what the external links would be, the purpose of the external links and the click-through gate that would be used.

Student:

- The vendor will describe the process by which students can access the games and content, including whether the interface will be adaptive.
- The vendor will describe the process for ensuring that student information persists between sessions.
- The vendor will describe what information is displayed to the student after authentication.

Parent:

- The vendor will describe the user interface for the parents, including the search and/or filter functionality.

Educators:

- The vendor will describe the user interface for the educators, including the search and/or filter functionality.
- The vendor will detail any additional features available for educators, including the ability to view game completion, success rate, downloadable reports, and ability to serve students specific content.
- The vendor will describe the process for ensuring that educators are only able to see the students for whom they are responsible.
- Please see the Project Description and Deliverables Section for additional requirements for user experience. The vendor should address how it will meet those requirements.

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- The vendor will provide dates for the most recent update to the system and the math games, as well as a schedule of projected new development through 2025, delineating all development that is currently planned.
- A description of how the vendor will be able to meet NYSED's desire for Additional Functionality, such as:
 - Support District Single-Sign On (SSO)
 - Adaptive technology: the system provides content based on students' performance, rather than on a linear path.
 - Integration with one or more Learning Management System(s) and/or cloud-based platforms such as, but not limited to, Google Classroom/Education Suite or Office 365.
- Scores for the Technical Proposal for Deliverable A: Website/Platform are subject to change following the mandatory demonstration of the bidder's system. Demonstrations will be used for Validation/Adjustments to the final scores for this section.
- Each contractor submitting a proposal will be scheduled (between 3/2/2020 and 3/13/2020) to demonstrate to NYSED's RFP proposal reviewers the product it proposes to be used. The demonstration will be scheduled in consultation with the bidder. Such bidder demonstration (conducted either in person at NYSED's Albany, NY office or by webinar) shall help NYSED's reviewers understand what features are being offered and any additional features that the bidder plans to develop for this product.

IV. Deliverable B: Support and Professional Development (10 Points Maximum)

- The proposal should detail how the vendor will provide support and professional development to ensure that educators, schools, districts, and families have the tools to support students as stated in Deliverable B

A response that meets the standard for this section will describe:

- The digital "Welcome Packet" for NYS schools that will be provided, and what will be included.

- How the vendor will provide information for parents and families in multiple languages.
- How the vendor will provide technical support for educators and families during normal business hours and/or extended hours.
- How the vendor will provide or make available professional development for educators on using the website/program.
- How the vendor will provide training and access to NYSED personnel.
- How the vendor will plan and facilitate five (5) one-day, in-person, train-the-trainer workshops for professional development staff from the BOCES and Big 5 districts in the first year of the contract to ensure these trainers can train educators on how to effectively use the product to meet the goals of the EMAP. Each workshop will hold up to 100 staff per session on a first come, first served basis.

V. Deliverable C: Statewide Mathematics Tournament (20 Points Maximum)

The vendor will facilitate a mathematics tournament for elementary school students (Grades 1-5) at the end of each school year of the contract period. The tournament will be comprised of 10 Virtual Regional Contests and one Statewide Event per year.

The Regional Contests will present a series of challenging mathematics problems for each grade level that assesses fluency. The Statewide Event will present a task for each grade level that merges content with practice, reinforces grade-level computational fluency (built through interaction with the vendor's product), and allows students the opportunity to fully engage with the Standards for Mathematical Practice ([pgs. 7-9](#)).

A response that meets the standard for this section will provide detailed information on how the vendor will address all aspects noted in [Deliverable C: Facilitation of Statewide Tournament](#).

The vendor will describe the process for developing the challenge problems and rubrics for the Statewide Event and Regional Contests.

Statewide Event

- The name and qualifications of the individual to serve as the Tournament Program Administrator. This individual will be expected to check in regularly with NYSED Program Office and provide updates and reports as requested.

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- The vendor will detail the process for determining who will serve as the three judges, including at least one elementary mathematics content specialist.
- The vendor will describe the process by which students will submit their work to contest judges.
- The vendor will provide a plan for the Statewide Event that includes information about how the vendor will address all of the requirements listed in Section C.1 and Subsections C.1.1 – C.1.4 and below:
 - Alignment with NYS Next Generation Mathematics Learning Standards
 - Providing reimbursement for student and adult travel, accommodations, and meals
 - Providing trophies, computing devices, and technology to winning students and school
 - Providing awards for all participants
 - Announcing the date of the event
 - Choosing a location for the event that is on a SUNY campus, has an adequate large indoor space, has large Wi-Fi capacity, and has sufficient free parking
 - Providing sufficient staff to assist participants
 - Providing at least one Registered Nurse in first aid area(s)
 - Ensuring security personnel are visible and local government/police are aware of the event
 - Providing a contest facilitator
 - Providing breakfast, lunch, and snacks
 - Providing adequate facilities, including:
 - Clean restrooms
 - Seating/waiting areas
 - a designated “calm room”
 - air conditioning
 - protection from the elements
 - Providing signage, maps and schedules
 - Providing entertainment for students waiting to participate

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- Providing paper, pencils, and possibly mathematical tools based on the content of the challenge problems created
- Providing multiple variations (including color contrast, multiple languages and possibly Braille) of the printed copies for the students to use during the contest

Regional Contests

- The vendor will provide a plan for the Regional Contests that includes information about how the vendor will address all of the requirements listed in Section C.2 and Subsections C.2.1 – C.2.2 and below:
 - Enlisting the help of elementary mathematics experts to design challenging assessments focusing on mathematical fluency.
 - Developing an online platform to deliver the assessment
 - Coordinating with regional facilitators identified by NYSED
 - Determining the date range for the Regional Contests
 - Providing trophies to winning students and school
 - Providing awards for all participants

Cost Proposal (30 points)

The original plus one copy of the completed Cost Proposal must be mailed in a separate envelope labeled **RFP #19-035-Cost Proposal-Do Not Open** and must include the following:

1. Bid Form Cost Proposal – **Signature Required**
2. Subcontracting Form
3. M/WBE Purchases Form

Budgets must be submitted using whole dollar numbers.

The Financial Criteria portion of the RFP will be scored based upon the grand total of the 5-year budget summary.

M/WBE Documents

The original copy of the completed M/WBE Documents must be mailed in a separate envelope labeled **RFP #19-035-M/WBE Documents-Do Not Open**. Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver

1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

Partial Participation-Partial Request for Waiver

1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

No Participation-Request for Complete Waiver

1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 101** Request for Waiver
3. **M/WBE 105** Contractor's Good Faith Efforts

EVALUATION CRITERIA AND METHOD OF AWARD

This section begins with the criteria the agency will use to evaluate bids and closes with the “method of award” or how the contractor will be selected. This will be followed by various terms and conditions that reflect the specific needs of this project as well as New York State contract guidelines and requirements.

Criteria for Evaluating Bids

All eligible proposals received by the deadline will be reviewed using the following criteria and ratings. Applicants must ensure that all components of this application request have been addressed, the required number of copies have been provided, all forms and assurances have been completed, and the original signatures in blue are included as required.

An evaluation committee will complete a review of all proposals submitted. The committee will review each proposal based upon the submitted proposal and the requirements of the RFP only. Bidders should not assume that committee review members will be familiar with the current program or have any previous experience with the bidder. An appropriate description should be included to inform review committee members about the bidder’s qualifications and capacity to perform all required deliverables.

The committee will review each proposal to determine compliance with the requirements described in the RFP. NYSED retains the right to determine whether any deviation from the requirements of this RFP is substantial in nature and may reject in whole or in part any and all proposals, waive minor irregularities and conduct discussions with all responsible bidders.

- Scores for the Technical Proposal for Deliverable A: Website/Platform are subject to change following the mandatory demonstration of the bidder’s system. Demonstrations will be used for Validation/Adjustments to the final scores for this section.
- Each contractor submitting a proposal will be scheduled (between 3/2/2020 and 3/13/2020) to demonstrate to NYSED’s RFP proposal reviewers the product it proposes to use. The demonstration will be scheduled in consultation with the bidder. Such bidder demonstration (conducted either in person at NYSED’s Albany, NY office or by webinar) shall help NYSED’s reviewers understand what features are being offered and any additional features that the bidder plans to develop for this product.

Technical Criteria (70 Points)

Technical Proposal	Points
Organizational Capacity and Experience	10
Independent Evaluation	10
Deliverable A: Website/Platform	20
Deliverable B: Support and Professional Development	10
Deliverable C: Statewide Mathematics Tournament	20
TOTAL	70

Financial Criteria (30 Points)

Cost Proposal	Points
TOTAL	30

The Financial Criteria portion of this RFP will be scored based upon the grand total for the 5- year budget summary.

- The **financial portion** of the proposal represents 30 points of the overall score and will be awarded up to 30 points pursuant to a formula. This calculation will be computed by the Contract Administration Unit upon completion of the technical scoring by the technical review panel.
- The submitted budget will be awarded points pursuant to a formula which awards the highest score of 30 points to the budget that reflects the lowest overall cost. The remaining budgets will be awarded points based on a calculation that computes the relative difference of each proposal against the lowest budget submitted. The resulting percentage is then applied to the maximum point value of 30 points.
- **NYSED reserves the right to request best and final offers. In the event NYSED exercises this right, all responsive bidders will be asked to provide a best and final offer. The Contract Administration Unit will recalculate the financial score.**

Method of Award

The aggregate score of all the criteria listed will be calculated for each proposal received.

The contract issued pursuant to this proposal will be awarded to the vendor whose aggregate technical and cost score is the highest among all the proposals rated. **If NYSED exercises the right to request best and final offers, the contract must be issued to the vendor with the highest aggregate technical and financial score that results from the best and final offer.**

In the event that more than one proposal obtains the highest aggregate score, the contract will be awarded to the vendor in that group of highest aggregate scores whose budget component reflects the lowest overall cost.

NYSED's Reservation of Rights

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; (16) request best and final offers.

Post Selection Procedures

Upon selection, the successful bidder will receive a proposed contract from NYSED. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the agency's right to negotiate a final best price. The contents of this RFP, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by NYSED. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

Debriefing Procedures

In accordance with section 163 of the NY State Finance Law, NYSED, upon request, must provide a debriefing to any unsuccessful bidder regarding the reasons their proposal was not selected for an award.

1. All unsuccessful bidders may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED of non-award. Bidders may request a debriefing by submitting a written request to the Fiscal Contact person at:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W EB
Albany, NY 12234

2. Upon receipt of a timely written request from the unsuccessful bidder, NYSED will schedule the debriefing to occur within a reasonable time following receipt of the request. Debriefings will be conducted in person, unless NYSED and the bidder mutually agree to utilize other means, including but not limited to telephone, video-conferencing or other types of electronic communication.
3. The debriefing will include: a) the reasons that the proposal submitted by the unsuccessful bidder was not selected for an award; b) the qualitative and quantitative analysis employed by NYSED in assessing the relative merits of the proposals; c) the application of the selection criteria to the unsuccessful bidder's proposal; and d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal. The debriefing will also provide, to the greatest extent practicable, general advice and guidance to the unsuccessful

bidder concerning potential ways that their future proposals could be more responsive.

Contract Award Protest Procedures

Bidders who receive a notice of non-award or disqualification may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W EB
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.
4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include: legal authority to do business in New York State; integrity; capacity – both

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organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a [Vendor Responsibility Questionnaire](#). School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. A complete list of exempt entities can be viewed at the [Office of the State Comptroller's website](#).

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the [VendRep System Instructions](#) or go directly to the [VendRep System on the Office of the State Comptroller's website](#).

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.ny.gov.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the [VendRep website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

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

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

Note: Bidders must acknowledge their method of filing their questionnaire by checking the appropriate box on the Response Sheet for Bids (5. Submission Documents).

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the New York State Education Department ("NYSED") and an Offerer/bidder during the procurement process. An

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Offerer/bidder is restricted from making contacts from the earliest notice of the solicitation through final award and approval of the Procurement Contract by NYSED and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified below. NYSED employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at [NYSED's Procurement Lobbying Law Policy Guidelines webpage](#).

Designated Contacts for NYSED

Program Office – **Brielyn Smith**

Contract Administration Unit – **Adam Kutryb**

M/WBE – **Brian Hackett**

Consultant Disclosure Legislation

Effective June 19, 2006, new reporting requirements became effective for State contractors, as the result of an amendment to State Finance Law §§ 8 and 163. As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

To enable compliance with the law, State agencies must include in the Procurement Record submitted to OSC for new consultant contracts, the State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term ([Form A](#) - see link below). The completed form must include information for all employees providing service under the contract whether employed by the

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contractor or a subcontractor. Please note that the form captures the necessary planned employment information ***prospectively from the start date of the contract through the end of the contract term.***

[Form A](#) is available on OSC's website.

Please note that although this form is not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the form listed above is acceptable.

Chapter 10 of the Laws of 2006 mandates that State agencies must now require State contractors to **report annually** on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. State Consultant Services Contractor's Annual Employment Report ([Form B](#) - see link below) is to be used to report the information for all procurement contracts above \$15,000. Please note that, in contrast to the information to be included on Form A, which is a one-time report of planned employment data for the entire term of a consulting contract on a projected basis, ***Form B will be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).***

[Form B](#) is available on OSC's website.

For more information, please visit [OSC Guide to Financial Operations](#).

Public Officer's Law Section 73

All bidders must comply with Public Officer's Law Section 73 (4)(a), as follows:

4. (a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are

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provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

The term "state officer or employee" shall mean:

(i) heads of state departments and their deputies and assistants other than members of the board of regents of the university of the state of New York who receive no compensation or are compensated on a per diem basis;

(ii) officers and employees of statewide elected officials;

(iii) officers and employees of state departments, boards, bureaus, divisions, commissions, councils or other state agencies other than officers of such boards, commissions or councils who receive no compensation or are compensated on a per diem basis; and

(iv) members or directors of public authorities, other than multistate authorities, public benefit corporations and commissions at least one of whose members is appointed by the governor, who receive compensation other than on a per diem basis, and employees of such authorities, corporations and commissions.

Review [Public Officer's Law Section 73](#).

NYSED Substitute Form W-9

Any payee/vendor/organization receiving Federal and/or State payments from NYSED must complete the NYSED Substitute Form W-9 if they are not yet registered in the Statewide Financial System centralized vendor file.

The NYS Education Department (NYSED) is using the NYSED Substitute Form W-9 to obtain certification of a vendor's Tax Identification Number in order to facilitate a vendor's registration with the SFS centralized vendor file and to ensure accuracy of information contained therein. We ask for the information on the NYSED Substitute Form W-9 to carry out the Internal Revenue laws of the United States.

Workers' Compensation Coverage and Debarment

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of

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WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

Proof of Coverage Requirements

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Workers' Compensation Coverage

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers’ Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers’ Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers’ Compensation Group Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

To comply with coverage provisions of the WCL regarding disability benefits, the Workers’ Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Coverage.

For additional information regarding workers’ compensation and disability benefits requirements, please refer to the [New York State Workers’ Compensation Board website](#). Alternatively, questions relating to either workers’ compensation or disability benefits coverage should be directed to the NYS Workers’ Compensation Board, Bureau of Compliance at (518) 486-6307.

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the forms listed above are acceptable.

Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance (“DTF”) that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property

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or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with NYSED as the Contracting Agency) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the [New York State Department of Taxation and Finance's website](#). Forms are available through these links:

- [ST-220 CA](#)
- ST-220 TD

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them with their bid submissions to expedite contract execution if the bidder is awarded the contract.

ASSURANCES

The State of New York Agreement, Appendix A – Standard Clause for all New York State Contracts, Appendix A-1 (Agency-Specific Clauses), Appendix R (Data Security and Privacy Plan Provisions), Appendix S (Parents’ Bill of Rights for Data Privacy and Security), and Appendix S-1 (Attachment to Parents’ Bill of Rights for Contracts Involving Disclosure of Certain Personally Identifiable Information) **WILL BE INCLUDED** in the contract that results from this RFP. Vendors who are unable to complete or abide by these assurances should not respond to this request.

The documents listed below are included in **Submission Documents** section, which must be signed by the Chief Administrative Officer. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful bidder and the NYS Education Department.

1. Non-Collusion Certification
2. MacBride Certification
3. Certification-Omnibus Procurement Act of 1992
4. Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements
5. Offerer Disclosure of Prior Non-Responsibility Determinations
6. NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file.)
7. Iran Divestment Act Certification
8. Sexual Harassment Policy Certification

M/WBE Documents – (the forms below are included in **Submission Documents**)

Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver

Signatures Required

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

Partial Participation-Partial Request for Waiver

Signature Required

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate

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4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

No Participation-Request for Complete Waiver

Signature Required

1. M/WBE Cover Letter
2. **M/WBE 101** Request for Waiver
3. **M/WBE 105** Contractor's Good Faith Efforts

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through Shannon Tahoe, Interim Commissioner of Education of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

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

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

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

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

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

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

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II. Payment and Reporting

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

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

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

III. Terminations

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

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

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI. Safeguards for Services and Confidentiality

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

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

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

APPENDIX A
STANDARD CLAUSES FOR NYS
CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain

S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its

bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or

subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business
Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
[NYS M/WBE Directory](#)

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

(October 2019)

APPENDIX A-1

AGENCY-SPECIFIC CLAUSES

Payment and Reporting

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.

- B. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

Responsibility Provisions

- A. **General Responsibility Language**
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

- B. **Suspension of Work (for Non-Responsibility)**
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply

with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

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

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

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

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

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

the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

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

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy, which requires that documents, web-based information and applications are accessible to persons with disabilities. All delivered documentation and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before documents and applications will be considered a qualified deliverable under the contract or procurement.
- C. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- D. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- E. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.

- F. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- G. No fees shall be charged by the Contractor for training provided under this agreement.
- H. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.
- I. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- J. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

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

Certifications

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

Notices

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

Miscellaneous

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

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

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

Reports to DCS are to be transmitted as follows:

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

Reports to NYSED are to be transmitted as follows:

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

By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they

shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:

1. Appendix A - Standard Clauses for all State Contracts
2. State of New York Agreement
3. Appendix A-1 - Agency Specific Clauses
4. Appendix X - Sample Modification Agreement Form (where applicable)
5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
6. Appendix B - Budget
7. Appendix C - Payment and Reporting Schedule
8. Appendix R – Data Security and Privacy Plan (where applicable)
9. Appendix S – Parents’ Bill of Rights for Data Privacy and Security (where applicable)
10. Appendix S-1 - Attachment to Parents’ Bill of Rights (where applicable)
11. Appendix D - Program Work Plan

Revised 6/12/17

APPENDIX R

DATA SECURITY AND PRIVACY PLAN

If individually identifiable data is provided to or stored by the Contractor pursuant to this agreement (the "Data"), the Contractor agrees that the data are sensitive requiring appropriate levels of security to prevent unauthorized disclosure or modification. Therefore, the Contractor shall be subject to the following requirements:

1. The Contractor shall take all reasonable measures to protect the confidentiality of the Data as required by federal and state laws and regulations applicable to the Contractor. These may include but are not limited to the New York State Social Services Law, Personal Privacy Protection Law and Education Law §2-d; the federal Social Security Act and Family Educational Rights and Privacy Act; internet security laws; and any regulations promulgated thereunder.
2. The Contractor has full and final responsibility for the security of the Data. The Contractor agrees to implement reasonable technical and physical security measures to ensure the confidentiality, integrity and availability of the Data. Such security measures may be reviewed by the State, both through an informal audit of policies and procedures and/or through inspection of security methods used within the Contractor's infrastructure, storage, and other physical security. The Contractor should review its implementation and maintenance of its security review periodically to protect the data in strict compliance with statutory and regulatory requirements.
3. The Contractor's security measures must also include:
 - a. Provision that access to the Data is restricted solely to staff who need such access to carry out the responsibilities of the Contractor under this agreement, and that such staff will not release such Data to any unauthorized party;
 - b. All confidential Data are stored on computer and storage facilities maintained within Contractor's computer networks, behind appropriate firewalls;
 - c. Access to computer applications and Data are managed through appropriate userID/password procedures;
 - d. Contractor's computer network storing the Data is scanned for inappropriate access through an intrusion detection system. NYSED has the right to perform a site visit to review the vendor's security practices if NYSED feels it is necessary;
 - e. That Contractor have a disaster recovery plan that is acceptable to the State;
 - f. Satisfactory redundant and uninterruptible power and fiber infrastructure provisions; and
 - g. A copy of the Contractor's security review evidencing compliance with these requirements must be submitted to NYSED for review and approval within 6 months of the signing of the contract or before the first certification test is performed, whichever occurs first.

4. The Data must be returned to NYSED upon termination or expiration of this Agreement, or at such point that the Data are no longer needed for the purpose referenced in this Agreement, or, at the sole discretion of NYSED, securely destroyed. All hard copies of personally identifiable Data in the possession of the Contractor must be securely destroyed, and all electronic Data must be purged from the network in a manner that does not permit retrieval of the data. The contractor is specifically prohibited from commingling any data from outside sources into the Data received from NYSED, except as specifically authorized by NYSED.
5. If personally identifiable data of students, teachers or building principals will be disclosed to the Contractor by NYSED for purposes of the Contractor providing services to NYSED, the Contractor must comply with the following requirements of Education Law §2-d (Chapter 56, Subpart L of the Laws of 2014) and any implementing regulations:
 - a. Any officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
 - b. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - c. not use the education records for any other purposes than those explicitly authorized in its contract;
 - d. except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:
 - (i) without the prior written consent of the parent or eligible student; or
 - (ii) unless required by statute or court order and the party provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - e. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody; and
 - f. use encryption technology consistent with Education Law §2-d and any implementing regulations.
6. If requested by NYSED to make any disclosure of aggregated data using the Data provided to or stored by the Contractor, Contractor must ensure that the disclosed aggregated data cannot reasonably be used to identify a particular individual. Aggregated data will be considered identifiable if the disclosure has less than five (5) data elements per cell or the data elements per cell comprise 100% of the subject population.

7. Contractor agrees that all Data shall remain at all times the property of the State, and may not be used for any purpose other than the purpose outlined in this Agreement without the express written permission of NYSED. The Contractor has no ownership of or licensing rights to the Data except as provided in this Agreement, and Contractor specifically agrees that it will not sell, give or otherwise transfer the Data to any third party without NYSED's express prior approval.
8. The Contractor must ensure that these confidentiality and security provisions apply to any subcontractor engaged by the Contractor for the work under this agreement. The Contractor shall take full responsibility for the acts and omissions of its subcontractors, and the use of subcontractors shall not impair the rights of NYSED against the Contractor in accordance with this Agreement.
9. Hardware, software and services acquired by the Contractor under this Agreement may not be used for other activities beyond those described in the scope of the contract unless authorized in advance by NYSED.
10. Security of Location - Server room will remain a restricted access, locked room with access via security cards. The list of staff with access to the server room will continue to be reviewed quarterly against the number of times each staff actually gained access to the server room.
11. Breach Notification.
 - a. Contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement with an educational agency shall be required to notify such educational agency of any breach of security resulting in an unauthorized release of such data in accordance with Education Law §2-d and any implementing regulations. Upon such notification, the educational agency shall take appropriate action in accordance with Education Law §2-d and any implementing regulations.
 - b. In the event that the State is required, pursuant to Education Law §2-d(6)(b), to notify one or more parent, eligible student, teacher or principal of an unauthorized release of student data by the Contractor or its assignee, the Contractor shall promptly reimburse the State for the full cost of such notification.
 - c. Contractor acknowledges that it may be subject to penalties under Education Law §§2-d(6) and 2-d(7) for unauthorized disclosure of personally identifiable student, teacher or principal data.
 - d. Contractor agrees that it will cooperate and promptly comply with any inquiries from the State based upon the State's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred. Contractor will permit on-site examination and inspection, and will provide at its own cost necessary documentation or testimony

of any employee, representative or assignee of Contractor relating to the alleged improper disclosure of data.

Appendix S

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, “educational agencies” (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents’ Bill of Rights for Data Privacy and Security (Parents’ Bill of Rights). The Parents’ Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a “third party contractor” (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c (“APPR data”).

The purpose of the Parents’ Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

A. What are the essential parents’ rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child’s student records?

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents’ Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent’s identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents’ rights under FERPA include:

1. The right to inspect and review the student’s education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in

violation of the student's privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's

parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is coog@dos.ny.gov, and their telephone number is (518) 474-2518.

C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information

1. What "educational agencies" are included in the requirements of Education Law §2-d?

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
 - a public elementary or secondary school;
 - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
 - an approved provider of preschool special education services;
 - any other publicly funded pre-kindergarten program;
 - a school serving children in a special act school district as defined in Education Law 4001; or
 - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;

(e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name⁸;

(f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

(g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.

- PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.

- However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.

(B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.

- This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record,

⁸ Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

- NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.
 - The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access the NYSED Student Data Elements List, a complete list of all student data elements collected by NYSED, at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

- Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
- When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers, superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parents' Bill of Rights.?

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?

Education Law §2-d provides very specific protections for contracts with “third party contractors”, defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term “third party contractor” also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an “educational agency.”

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and

- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.
Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.
Parents or eligible students who wish to ask the [School] to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.
One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.
[Optional] Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the records re-

quest unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA.

The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by §99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for

- the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
 - To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
 - To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
 - To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
 - To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
 - To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
 - Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

APPENDIX S-1

**Attachment To Parents' Bill Of Rights
For Contracts Involving Disclosure of Certain Personally Identifiable
Information**

Education Law §2-d, added by Ch. 56 of the Laws of 2014, requires that a Parents' Bill of Rights be attached to every contract with a third-party contractor (as defined in the law) which involves the disclosure of personally identifiable information (PII) derived from student education records ("Student Data"), or certain teacher/principal information regarding annual professional performance evaluations that is confidential pursuant to Education Law §30212-c ("APPR Data"). Each such Contract must include this completed Attachment to provide specific information about the use of such data by the Contractor.

1. Specify whether this Contract involves disclosure to the Contractor of Student Data, APPR Data, or both.

- Disclosure of Student Data
 Disclosure of APPR Data

2. Describe the exclusive purposes for which the Student Data or APPR Data will be used in the performance of this contract.

The vendor will only receive the information about students that is required to provide grade-level use of an online program/platform. This information is limited to student name, grade level, teacher name, and school name. The vendor will not collect any other data from the program/platform based on student use. The schools will provide this data to the vendor electronically.

3. Identify any subcontractors or other persons/entities with whom the Contractor will share the Student Data or APPR in the performance of this Contract, and describe how the Contractor will ensure that such persons/entities will abide by the data protection and security requirements of the Contract.

Subcontractors or other entities with whom the Contractor will share data:

Bidder should specifically list in this section any/all subcontractors that will/may receive data.

In the event the Contractor engages a Subcontractor or otherwise shares Student Data or APPR Data with any other entity, Contractor acknowledges and agrees that before any such data is shared with a Contractor or another entity, such party must agree in writing to be bound by the confidentiality and data protection provisions set forth in this Contract including, but not limited to, the “Data Security and Privacy Plan” set forth in Appendix R. Upon termination of the agreement between the Contractor and a Subcontractor or other entity, Contractor acknowledges and agrees that it is responsible for ensuring that all Student Data or APPR Data shared by the Contractor must be returned to Contractor or otherwise destroyed as provided in Paragraph 4 of the “Data Security and Privacy Plan” set forth in Appendix R.

4. Specify the expiration date of the Contract, and explain what will happen to the Student Data or APPR Data in the Contractor’s possession, or the possession of any person/entity described in response to Paragraph 3, upon the expiration or earlier termination of the Contract.

Contract expiration date: ***June 30, 2025***

- Contractor agrees to return the Student Data or APPR Data to NYSED consistent with the protocols set forth in Paragraph 4 of the “Data Security and Privacy Plan” set forth in Appendix R.
- Contractor agree to securely destroy the Student Data or APPR Data consistent with the protocols set forth in Paragraph 4 of the “Data Security and Privacy Plan” set forth in Appendix R.

5. State whether the Contractor will be collecting any data from or pertaining to students derived from the student’s education record, or pertaining to teachers or principals’ annual professional performance evaluation pursuant to the Contract, and explain if and how a parent, student, eligible student (a student eighteen years or older), teacher or principal may challenge the accuracy of the Student Data or APPR data that is collected.

- Student Data
 APPR Data

Any challenges to the accuracy of any of the Student Data or APPR Data shared pursuant to this Contract should be addressed to the school, educational agency or entity which produced, generated or otherwise created such data.

6. Describe where the Student Data or APPR Data will be stored (in a manner that does not jeopardize data security), and the security protections taken to ensure that the data will be protected, including whether such data will be encrypted.

Bidder should detail in this section where data will be stored, what security measures will be in place, and whether electronic data is encrypted in motion and/or at rest.

Appendix 1

Region 1

CATTARAUGUS-ALLEGANY-ERIE-WYOMING
ERIE 1
ERIE 2-CATTARAUGUS-CHAUTAUQUA
LIVINGSTON-GENESEE-STEUBEN-WYOMING (GENESEE VALLEY)
MONROE 2-ORLEANS
ORLEANS-NIAGARA
SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY

Region 2

BROOME-DELAWARE-TIOGA
CAYUGA-ONONDAGA
DELAWARE-CHENANGO-MADISON-OTSEGO
FRANKLIN-ESSEX-HAMILTON
JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER
MADISON-ONEIDA
MONROE 1
ONTARIO-CAYUGA-SENECA-WAYNE-YATES (WAYNE-FINGER LAKES)
OSWEGO
SAINT LAWRENCE-LEWIS
SULLIVAN
TOMPKINS-SENECA-TIOGA

Region 3

ALBANY-SCHENECTADY-SCHOHARIE (CAPITAL REGION)
CLINTON-ESSEX-WARREN-WASHINGTON
OTSEGO-DELAWARE-SCHOHARIE-GREENE
HAMILTON-FULTON-MONTGOMERY
HERKIMER-FULTON-HAMILTON-OTSEGO
ONEIDA-MADISON-HERKIMER
ONONDAGA-CORTLAND-MADISON
WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX

Region 4

DUTCHESS
ORANGE-ULSTER
RENSSELAER-COLUMBIA-GREENE (QUESTAR III)
ULSTER
WESTCHESTER

Region 5

NASSAU
PUTNAM-WESTCHESTER
ROCKLAND

Region 6

EASTERN SUFFOLK
WESTERN SUFFOLK

Region 7

NYC SPECIAL SCHOOLS - DISTRICT 75

NEW YORK CITY GEOGRAPHIC DISTRICT # 1
NEW YORK CITY GEOGRAPHIC DISTRICT # 2
NEW YORK CITY GEOGRAPHIC DISTRICT # 3
NEW YORK CITY GEOGRAPHIC DISTRICT # 4
NEW YORK CITY GEOGRAPHIC DISTRICT # 5
NEW YORK CITY GEOGRAPHIC DISTRICT # 6
NEW YORK CITY GEOGRAPHIC DISTRICT # 7
NEW YORK CITY GEOGRAPHIC DISTRICT # 8
NEW YORK CITY GEOGRAPHIC DISTRICT # 9

Region 8

NEW YORK CITY GEOGRAPHIC DISTRICT #10
NEW YORK CITY GEOGRAPHIC DISTRICT #11
NEW YORK CITY GEOGRAPHIC DISTRICT #12
NEW YORK CITY GEOGRAPHIC DISTRICT #13
NEW YORK CITY GEOGRAPHIC DISTRICT #14
NEW YORK CITY GEOGRAPHIC DISTRICT #15
NEW YORK CITY GEOGRAPHIC DISTRICT #16
NEW YORK CITY GEOGRAPHIC DISTRICT #17
NEW YORK CITY GEOGRAPHIC DISTRICT #18
NEW YORK CITY GEOGRAPHIC DISTRICT #19

Region 9

NEW YORK CITY GEOGRAPHIC DISTRICT #20
NEW YORK CITY GEOGRAPHIC DISTRICT #21
NEW YORK CITY GEOGRAPHIC DISTRICT #22
NEW YORK CITY GEOGRAPHIC DISTRICT #23
NEW YORK CITY GEOGRAPHIC DISTRICT #32
NEW YORK CITY GEOGRAPHIC DISTRICT #24
NEW YORK CITY GEOGRAPHIC DISTRICT #25

Region 10

NEW YORK CITY GEOGRAPHIC DISTRICT #26
NEW YORK CITY GEOGRAPHIC DISTRICT #27
NEW YORK CITY GEOGRAPHIC DISTRICT #28
NEW YORK CITY GEOGRAPHIC DISTRICT #29
NEW YORK CITY GEOGRAPHIC DISTRICT #30
NEW YORK CITY GEOGRAPHIC DISTRICT #31

Appendix 2

EMAP Regions	BOCES	District Name
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	ANDOVER CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	GENESEE VALLEY CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	BELFAST CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	FRIENDSHIP CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	FILLMORE CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	WHITESVILLE CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	CUBA-RUSHFORD CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	SCIO CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	WELLSVILLE CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	BOLIVAR-RICHBURG CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	WEST VALLEY CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	ALLEGANY-LIMESTONE CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	ELLCOTTVILLE CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	FRANKLINVILLE CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	HINSDALE CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	CATTARAUGUS-LITTLE VALLEY CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	OLEAN CITY SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	PORTVILLE CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	RANDOLPH CENTRAL SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	RANDOLPH ACADEMY UNION FREE SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	SALAMANCA CITY SCHOOL DISTRICT
Region 1	CATTARAUGUS-ALLEGANY-ERIE-WYOMING	YORKSHIRE-PIONEER CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	ALDEN CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	AMHERST CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	SWEET HOME CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	BUFFALO CITY SCHOOL DISTRICT
Region 1	ERIE 1	CHEEKTOWAGA CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT
Region 1	ERIE 1	CLEVELAND HILL UNION FREE SCHOOL DISTRICT
Region 1	ERIE 1	DEPEW UNION FREE SCHOOL DISTRICT
Region 1	ERIE 1	CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT
Region 1	ERIE 1	CLARENCE CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	GRAND ISLAND CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	HAMBURG CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	FRONTIER CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	LACKAWANNA CITY SCHOOL DISTRICT
Region 1	ERIE 1	LANCASTER CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	AKRON CENTRAL SCHOOL DISTRICT
Region 1	ERIE 1	TONAWANDA CITY SCHOOL DISTRICT
Region 1	ERIE 1	KENMORE-TONAWANDA UNION FREE SCHOOL DISTRICT
Region 1	ERIE 1	WEST SENECA CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	GOWANDA CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	SOUTHWESTERN CENTRAL SCHOOL DISTRICT AT JAMESTOWN
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	FREWSBURG CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	CASSADAGA VALLEY CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	CHAUTAUQUA LAKE CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	PINE VALLEY CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	CLYMER CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	DUNKIRK CITY SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	BEMUS POINT CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	FALCONER CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	SILVER CREEK CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	FORESTVILLE CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	PANAMA CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	JAMESTOWN CITY SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	FREDONIA CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	BROCTON CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	RIPLEY CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	SHERMAN CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	WESTFIELD CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	EAST AURORA UNION FREE SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	SPRINGVILLE-GRIFFITH INSTITUTE CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	EDEN CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	IROQUOIS CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	EVANS-BRANT CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	HOLLAND CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	NORTH COLLINS CENTRAL SCHOOL DISTRICT
Region 1	ERIE 2-CATTARAUGUS-CHAUTAUQUA	ORCHARD PARK CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	ALEXANDER CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	BATAVIA CITY SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	BYRON-BERGEN CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	ELBA CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	LE ROY CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	PAVILION CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	PEMBROKE CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	AVON CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	CALEDONIA-MUMFORD CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	GENESEO CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	LIVONIA CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	MOUNT MORRIS CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	DANSVILLE CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	DALTON-NUNDA CENTRAL SCHOOL DISTRICT (KESHEQUA)
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	YORK CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	WAYLAND-COHOCTON CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	ATTICA CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	LETCHWORTH CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	WYOMING CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	PERRY CENTRAL SCHOOL DISTRICT
Region 1	LIVINGSTON-GENESEE-STEUBEN-WYOMING(GENESEE VALLEY)	WARSAW CENTRAL SCHOOL DISTRICT
Region 1	MONROE 2-ORLEANS	GATES-CHILI CENTRAL SCHOOL DISTRICT
Region 1	MONROE 2-ORLEANS	GREECE CENTRAL SCHOOL DISTRICT
Region 1	MONROE 2-ORLEANS	SPENCERPORT CENTRAL SCHOOL DISTRICT
Region 1	MONROE 2-ORLEANS	HILTON CENTRAL SCHOOL DISTRICT
Region 1	MONROE 2-ORLEANS	CHURCHVILLE-CHILI CENTRAL SCHOOL DISTRICT
Region 1	MONROE 2-ORLEANS	BROCKPORT CENTRAL SCHOOL DISTRICT
Region 1	MONROE 2-ORLEANS	WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT
Region 1	MONROE 2-ORLEANS	KENDALL CENTRAL SCHOOL DISTRICT
Region 1	MONROE 2-ORLEANS	HOLLEY CENTRAL SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	LEWISTON-PORTER CENTRAL SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	LOCKPORT CITY SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	NEWFANE CENTRAL SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	NIAGARA-WHEATFIELD CENTRAL SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	NIAGARA FALLS CITY SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	NORTH TONAWANDA CITY SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	STARPOINT CENTRAL SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	ROYALTON-HARTLAND CENTRAL SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	BARKER CENTRAL SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	WILSON CENTRAL SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	ALBION CENTRAL SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	MEDINA CENTRAL SCHOOL DISTRICT
Region 1	ORLEANS-NIAGARA	LYNDONVILLE CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	ALFRED-ALMOND CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	CANASERAGA CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	ELMIRA CITY SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	HORSEHEADS CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	WATKINS GLEN CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	ADDISON CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	AVOCA CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	BATH CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	BRADFORD CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	CORNING CITY SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	CANISTEO-GREENWOOD CSD
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	HORNELL CITY SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	ARKPORT CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	PRATTSBURGH CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	HAMMONDSPORT CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	WAVERLY CENTRAL SCHOOL DISTRICT
Region 1	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY	SPENCER-VAN ETTEN CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	CHENANGO FORKS CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	BINGHAMTON CITY SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	HARPURVILLE CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	SUSQUEHANNA VALLEY CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	CHENANGO VALLEY CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	MAINE-ENDWELL CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	DEPOSIT CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	WHITNEY POINT CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	UNION-ENDICOTT CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	JOHNSON CITY CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 2	BROOME-DELAWARE-TIOGA	VESTAL CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	WINDSOR CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	NEWARK VALLEY CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	OWEGO-APALACHIN CENTRAL SCHOOL DISTRICT
Region 2	BROOME-DELAWARE-TIOGA	TIOGA CENTRAL SCHOOL DISTRICT
Region 2	CAYUGA-ONONDAGA	AUBURN CITY SCHOOL DISTRICT
Region 2	CAYUGA-ONONDAGA	WEEDSPORT CENTRAL SCHOOL DISTRICT
Region 2	CAYUGA-ONONDAGA	CATO-MERIDIAN CENTRAL SCHOOL DISTRICT
Region 2	CAYUGA-ONONDAGA	SOUTHERN CAYUGA CENTRAL SCHOOL DISTRICT
Region 2	CAYUGA-ONONDAGA	PORT BYRON CENTRAL SCHOOL DISTRICT
Region 2	CAYUGA-ONONDAGA	MORAVIA CENTRAL SCHOOL DISTRICT
Region 2	CAYUGA-ONONDAGA	UNION SPRINGS CENTRAL SCHOOL DISTRICT
Region 2	CAYUGA-ONONDAGA	JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT
Region 2	CAYUGA-ONONDAGA	SKANEATELES CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	AFTON CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	GREENE CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	UNADILLA VALLEY CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	NORWICH CITY SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	GEORGETOWN-SOUTH OTSELIC CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	OXFORD ACADEMY AND CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	SHERBURNE-EARLVILLE CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	DOWNSVILLE CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	DELAWARE ACADEMY CENTRAL SCHOOL DISTRICT AT DELHI
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	FRANKLIN CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	HANCOCK CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	SIDNEY CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	WALTON CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL DISTRICT
Region 2	DELAWARE-CHENANGO-MADISON-OTSEGO	OTEGO-UNADILLA CENTRAL SCHOOL DISTRICT
Region 2	FRANKLIN-ESSEX-HAMILTON	LAKE PLACID CENTRAL SCHOOL DISTRICT
Region 2	FRANKLIN-ESSEX-HAMILTON	TUPPER LAKE CENTRAL SCHOOL DISTRICT
Region 2	FRANKLIN-ESSEX-HAMILTON	CHATEAUGAY CENTRAL SCHOOL DISTRICT
Region 2	FRANKLIN-ESSEX-HAMILTON	SALMON RIVER CENTRAL SCHOOL DISTRICT
Region 2	FRANKLIN-ESSEX-HAMILTON	SARANAC LAKE CENTRAL SCHOOL DISTRICT
Region 2	FRANKLIN-ESSEX-HAMILTON	MALONE CENTRAL SCHOOL DISTRICT
Region 2	FRANKLIN-ESSEX-HAMILTON	BRUSHTON-MOIRA CENTRAL SCHOOL DISTRICT
Region 2	FRANKLIN-ESSEX-HAMILTON	SAINT REGIS FALLS CENTRAL SCHOOL DISTRICT
Region 2	FRANKLIN-ESSEX-HAMILTON	LONG LAKE CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	TOWN OF WEBB UNION FREE SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	SOUTH JEFFERSON CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	ALEXANDRIA CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	INDIAN RIVER CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	GENERAL BROWN CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	THOUSAND ISLANDS CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	BELLEVILLE-HENDERSON CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	SACKETS HARBOR CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	LYME CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	LA FARGEVILLE CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	WATERTOWN CITY SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	CARTHAGE CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	COPENHAGEN CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	LOWVILLE ACADEMY & CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	SOUTH LEWIS CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	BEAVER RIVER CENTRAL SCHOOL DISTRICT
Region 2	JEFFERSON-LEWIS-ONEIDA-HAMILTON-HERKIMER	ADIRONDACK CENTRAL SCHOOL DISTRICT
Region 2	MADISON-ONEIDA	MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT
Region 2	MADISON-ONEIDA	HAMILTON CENTRAL SCHOOL DISTRICT
Region 2	MADISON-ONEIDA	CANASTOTA CENTRAL SCHOOL DISTRICT
Region 2	MADISON-ONEIDA	MADISON CENTRAL SCHOOL DISTRICT
Region 2	MADISON-ONEIDA	ONEIDA CITY SCHOOL DISTRICT
Region 2	MADISON-ONEIDA	STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT
Region 2	MADISON-ONEIDA	CAMDEN CENTRAL SCHOOL DISTRICT
Region 2	MADISON-ONEIDA	ROME CITY SCHOOL DISTRICT
Region 2	MADISON-ONEIDA	SHERRILL CITY SCHOOL DISTRICT
Region 2	MONROE 1	BRIGHTON CENTRAL SCHOOL DISTRICT
Region 2	MONROE 1	EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
Region 2	MONROE 1	WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
Region 2	MONROE 1	HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT
Region 2	MONROE 1	PENFIELD CENTRAL SCHOOL DISTRICT
Region 2	MONROE 1	FAIRPORT CENTRAL SCHOOL DISTRICT
Region 2	MONROE 1	EAST ROCHESTER UNION FREE SCHOOL DISTRICT
Region 2	MONROE 1	PITTSFORD CENTRAL SCHOOL DISTRICT
Region 2	MONROE 1	ROCHESTER CITY SCHOOL DISTRICT
Region 2	MONROE 1	RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT
Region 2	MONROE 1	WEBSTER CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	CANANDAIGUA CITY SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	EAST BLOOMFIELD CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	GENEVA CITY SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	GORHAM-MIDDLESEX CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	MANCHESTER-SHORTSVILLE CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	NAPLES CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	PHELPS-CLIFTON SPRINGS CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	HONEOYE CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	VICTOR CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	ROMULUS CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	SENECA FALLS CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	WATERLOO CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	NEWARK CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	CLYDE-SAVANNAH CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	LYONS CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	MARION CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	WAYNE CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	PALMYRA-MACEDON CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	GANANDA CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	SODUS CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	WILLIAMSON CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	RED CREEK CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	PENN YAN CENTRAL SCHOOL DISTRICT
Region 2	ONTARIO-CAYUGA-SENECA-WAYNE-YATES(WAYNE-FINGER LAKES)	DUNDEE CENTRAL SCHOOL DISTRICT
Region 2	OSWEGO	ALTMAR-PARISH-WILLIAMSTOWN CENTRAL SCHOOL DISTRICT
Region 2	OSWEGO	FULTON CITY SCHOOL DISTRICT
Region 2	OSWEGO	HANNIBAL CENTRAL SCHOOL DISTRICT
Region 2	OSWEGO	CENTRAL SQUARE CENTRAL SCHOOL DISTRICT
Region 2	OSWEGO	MEXICO CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 2	OSWEGO	OSWEGO CITY SCHOOL DISTRICT
Region 2	OSWEGO	PULASKI CENTRAL SCHOOL DISTRICT
Region 2	OSWEGO	SANDY CREEK CENTRAL SCHOOL DISTRICT
Region 2	OSWEGO	PHOENIX CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	HARRISVILLE CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	BRASHER FALLS CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	CANTON CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	CLIFTON-FINE CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	COLTON-PIERREPONT CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	GOVERNEUR CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	HAMMOND CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	HERMON-DEKALB CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	LISBON CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	MADRID-WADDINGTON CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	MASSENA CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	MORRISTOWN CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	NORWOOD-NORFOLK CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	OGDENSBURG CITY SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	HEUVELTON CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	PARISHVILLE-HOPKINTON CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	POTSDAM CENTRAL SCHOOL DISTRICT
Region 2	SAINT LAWRENCE-LEWIS	EDWARDS-KNOX CENTRAL SCHOOL DISTRICT
Region 2	SULLIVAN	FALLSBURG CENTRAL SCHOOL DISTRICT
Region 2	SULLIVAN	ELDRED CENTRAL SCHOOL DISTRICT
Region 2	SULLIVAN	LIBERTY CENTRAL SCHOOL DISTRICT
Region 2	SULLIVAN	TRI-VALLEY CENTRAL SCHOOL DISTRICT
Region 2	SULLIVAN	ROSCOE CENTRAL SCHOOL DISTRICT
Region 2	SULLIVAN	LIVINGSTON MANOR CENTRAL SCHOOL DISTRICT
Region 2	SULLIVAN	MONTICELLO CENTRAL SCHOOL DISTRICT
Region 2	SULLIVAN	SULLIVAN WEST CENTRAL SCHOOL DISTRICT
Region 2	TOMPKINS-SENECA-TIOGA	SOUTH SENECA CENTRAL SCHOOL DISTRICT
Region 2	TOMPKINS-SENECA-TIOGA	CANDOR CENTRAL SCHOOL DISTRICT
Region 2	TOMPKINS-SENECA-TIOGA	DRYDEN CENTRAL SCHOOL DISTRICT
Region 2	TOMPKINS-SENECA-TIOGA	GEORGE JUNIOR REPUBLIC UNION FREE SCHOOL DISTRICT
Region 2	TOMPKINS-SENECA-TIOGA	GROTON CENTRAL SCHOOL DISTRICT
Region 2	TOMPKINS-SENECA-TIOGA	ITHACA CITY SCHOOL DISTRICT
Region 2	TOMPKINS-SENECA-TIOGA	LANSING CENTRAL SCHOOL DISTRICT
Region 2	TOMPKINS-SENECA-TIOGA	NEWFIELD CENTRAL SCHOOL DISTRICT
Region 2	TOMPKINS-SENECA-TIOGA	TRUMANSBURG CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	ALBANY CITY SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	BERNE-KNOX-WESTERLO CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	BETHLEHEM CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	COHOES CITY SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	SOUTH COLONIE CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	MENANDS UNION FREE SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	NORTH COLONIE CSD
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	GREEN ISLAND UNION FREE SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	GUILDERLAND CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	VOORHEESVILLE CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	WATERVLIET CITY SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	SHENENDEHOWA CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	DUANESBURG CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	NISKAYUNA CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	SCHALMONT CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	ROTTERDAM-MOHONASEN CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	SCHENECTADY CITY SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	MIDDLEBURGH CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	COBLESKILL-RICHMONDVILLE CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	SCHOHARIE CENTRAL SCHOOL DISTRICT
Region 3	ALBANY-SCHENECTADY-SCHOHARIE(CAPITAL REGION)	SHARON SPRINGS CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	AUSABLE VALLEY CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	BEEKMANTOWN CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	NORTHEASTERN CLINTON CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	CHAZY UNION FREE SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	NORTHERN ADIRONDACK CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	PERU CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	PLATTSBURGH CITY SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	SARANAC CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	CROWN POINT CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	KEENE CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	MORIAH CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	SCHROON LAKE CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	TICONDEROGA CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	WILLSBORO CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	BOQUET VALLEY CENTRAL SCHOOL DISTRICT
Region 3	CLINTON-ESSEX-WARREN-WASHINGTON	PUTNAM CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	ANDES CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	MARGARETVILLE CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	ROXBURY CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	STAMFORD CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	SOUTH KORTRIGHT CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	HUNTER-TANNERSVILLE CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	WINDHAM-ASHLAND-JEWETT CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	EDMESTON CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	LAURENS CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	SCHENEVUS CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	MILFORD CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	MORRIS CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	ONEONTA CITY SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	COOPERSTOWN CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	WORCESTER CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	GILBOA-CONESVILLE CENTRAL SCHOOL DISTRICT
Region 3	OTSEGO-DELAWARE-SCHOHARIE-GREENE	JEFFERSON CENTRAL SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	WHEELERVILLE UNION FREE SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	GLOVERSVILLE CITY SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	JOHNSTOWN CITY SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	MAYFIELD CENTRAL SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	NORTHVILLE CENTRAL SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	BROADALBIN-PERTH CENTRAL SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	LAKE PLEASANT CENTRAL SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	WELLS CENTRAL SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	AMSTERDAM CITY SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	CANAJOHARIE CENTRAL SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	FONDA-FULTONVILLE CENTRAL SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	FORT PLAIN CENTRAL SCHOOL DISTRICT
Region 3	HAMILTON-FULTON-MONTGOMERY	OPPENHEIM-EPHRATAH-ST. JOHNSVILLE CSD
Region 3	HAMILTON-FULTON-MONTGOMERY	EDINBURG COMMON SCHOOL DISTRICT
Region 3	HERKIMER-FULTON-HAMILTON-OTSEGO	WEST CANADA VALLEY CENTRAL SCHOOL DISTRICT
Region 3	HERKIMER-FULTON-HAMILTON-OTSEGO	FRANKFORT-SCHUYLER CENTRAL SCHOOL DISTRICT
Region 3	HERKIMER-FULTON-HAMILTON-OTSEGO	HERKIMER CENTRAL SCHOOL DISTRICT
Region 3	HERKIMER-FULTON-HAMILTON-OTSEGO	LITTLE FALLS CITY SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 3	HERKIMER-FULTON-HAMILTON-OTSEGO	DOLGEVILLE CENTRAL SCHOOL DISTRICT
Region 3	HERKIMER-FULTON-HAMILTON-OTSEGO	POLAND CENTRAL SCHOOL DISTRICT
Region 3	HERKIMER-FULTON-HAMILTON-OTSEGO	VAN HORNESVILLE-OWEN D YOUNG CENTRAL SCHOOL DISTRICT
Region 3	HERKIMER-FULTON-HAMILTON-OTSEGO	MOUNT MARKHAM CENTRAL SCHOOL DISTRICT
Region 3	HERKIMER-FULTON-HAMILTON-OTSEGO	CENTRAL VALLEY CSD AT ILION-MOHAWK
Region 3	HERKIMER-FULTON-HAMILTON-OTSEGO	RICHFIELD SPRINGS CENTRAL SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	BROOKFIELD CENTRAL SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	CLINTON CENTRAL SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	NEW HARTFORD CENTRAL SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	NEW YORK MILLS UNION FREE SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	REMSSEN CENTRAL SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	WATERVILLE CENTRAL SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	HOLLAND PATENT CENTRAL SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	UTICA CITY SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	WESTMORELAND CENTRAL SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	ORISKANY CENTRAL SCHOOL DISTRICT
Region 3	ONEIDA-MADISON-HERKIMER	WHITESBORO CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	CINCINNATUS CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	CORTLAND CITY SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	MCGRAW CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	HOMER CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	MARATHON CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	CAZENOVIA CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	DERUYTER CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	CHITTENANGO CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	WEST GENESEE CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	NORTH SYRACUSE CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	FABIUS-POMPEY CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	WESTHILL CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	SOLVAY UNION FREE SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	LAFAYETTE CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	BALDWINVILLE CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	MARCELLUS CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	ONONDAGA CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	LIVERPOOL CENTRAL SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	LYNCOURT UNION FREE SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	SYRACUSE CITY SCHOOL DISTRICT
Region 3	ONONDAGA-CORTLAND-MADISON	TULLY CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	MINERVA CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	NEWCOMB CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	INDIAN LAKE CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	CORINTH CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	GALWAY CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	MECHANICVILLE CITY SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	BALLSTON SPA CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	SCHUYLerville CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	ENLARGED CITY SCHOOL DISTRICT OF THE CITY OF SARATOGA SPRINGS
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	STILLWATER CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	WATERFORD-HALFMOON UNION FREE SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	BOLTON CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	NORTH WARREN CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	GLENS FALLS CITY SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	JOHNSBURG CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	LAKE GEORGE CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	HADLEY-LUZERNE CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	QUEENSBURY UNION FREE SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	GLENS FALLS COMMON SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	WARRENSBURG CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	ARGYLE CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	FORT ANN CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	FORT EDWARD UNION FREE SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	GRANVILLE CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	GREENWICH CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	HARTFORD CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	HUDSON FALLS CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	SALEM CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	CAMBRIDGE CENTRAL SCHOOL DISTRICT
Region 3	WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX	WHITEHALL CENTRAL SCHOOL DISTRICT
Region 4	DUTCHESS	BEACON CITY SCHOOL DISTRICT
Region 4	DUTCHESS	DOVER UNION FREE SCHOOL DISTRICT
Region 4	DUTCHESS	HYDE PARK CENTRAL SCHOOL DISTRICT
Region 4	DUTCHESS	NORTHEAST CENTRAL SCHOOL DISTRICT
Region 4	DUTCHESS	PAWLING CENTRAL SCHOOL DISTRICT
Region 4	DUTCHESS	PINE PLAINS CENTRAL SCHOOL DISTRICT
Region 4	DUTCHESS	POUGHKEEPSIE CITY SCHOOL DISTRICT
Region 4	DUTCHESS	ARLINGTON CENTRAL SCHOOL DISTRICT
Region 4	DUTCHESS	SPACKENKILL UNION FREE SCHOOL DISTRICT
Region 4	DUTCHESS	RED HOOK CENTRAL SCHOOL DISTRICT
Region 4	DUTCHESS	RHINEBECK CENTRAL SCHOOL DISTRICT
Region 4	DUTCHESS	WAPPINGERS CENTRAL SCHOOL DISTRICT
Region 4	DUTCHESS	MILLBROOK CENTRAL SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	WASHINGTONVILLE CENTRAL SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	CHESTER UNION FREE SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	CORNWALL CENTRAL SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	PINE BUSH CENTRAL SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	GOSHEN CENTRAL SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	HIGHLAND FALLS CENTRAL SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	MIDDLETOWN CITY SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	MINISINK VALLEY CENTRAL SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	MONROE-WOODBURY CENTRAL SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	KIRYAS JOEL VILLAGE UNION FREE SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	VALLEY CENTRAL SCHOOL DISTRICT (MONTGOMERY)
Region 4	ORANGE-ULSTER	NEWBURGH CITY SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	PORT JERVIS CITY SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	TUXEDO UNION FREE SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	WARWICK VALLEY CENTRAL SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	GREENWOOD LAKE UNION FREE SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	FLORIDA UNION FREE SCHOOL DISTRICT
Region 4	ORANGE-ULSTER	MARLBORO CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	BERKSHIRE UNION FREE SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	TACONIC HILLS CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	GERMANTOWN CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	CHATHAM CENTRAL SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	HUDSON CITY SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	KINDERHOOK CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	NEW LEBANON CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	CAIRO-DURHAM CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	CATSKILL CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	GREENVILLE CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	BERLIN CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	BRUNSWICK CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	EAST GREENBUSH CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	HOOSICK FALLS CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	LANSINGBURGH CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	NORTH GREENBUSH COMMON SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	WYNANTSKILL UNION FREE SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	RENSSELAER CITY SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	AVERILL PARK CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	HOOSIC VALLEY CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	SCHODACK CENTRAL SCHOOL DISTRICT
Region 4	RENSSELAER-COLUMBIA-GREENE(QUESTAR III)	TROY CITY SCHOOL DISTRICT
Region 4	ULSTER	KINGSTON CITY SCHOOL DISTRICT
Region 4	ULSTER	HIGHLAND CENTRAL SCHOOL DISTRICT
Region 4	ULSTER	RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
Region 4	ULSTER	NEW PALTZ CENTRAL SCHOOL DISTRICT
Region 4	ULSTER	ONTEORA CENTRAL SCHOOL DISTRICT
Region 4	ULSTER	SAUGERTIES CENTRAL SCHOOL DISTRICT
Region 4	ULSTER	WALLKILL CENTRAL SCHOOL DISTRICT
Region 4	ULSTER	ELLENVILLE CENTRAL SCHOOL DISTRICT
Region 4	WESTCHESTER	EASTCHESTER UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	TUCKAHOE UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	BRONXVILLE UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	UNION FREE SCHOOL DISTRICT OF THE TARRYTOWNS
Region 4	WESTCHESTER	IRVINGTON UNION FREE SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 4	WESTCHESTER	DOBBS FERRY UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	ARDSLEY UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	EDGEMONT UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	GREENBURGH CENTRAL SCHOOL DISTRICT
Region 4	WESTCHESTER	ELMSFORD UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	GREENBURGH-GRAHAM UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	GREENBURGH ELEVEN UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	GREENBURGH-NORTH CASTLE UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	HARRISON CENTRAL SCHOOL DISTRICT
Region 4	WESTCHESTER	MAMARONECK UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	MOUNT PLEASANT CENTRAL SCHOOL DISTRICT
Region 4	WESTCHESTER	POCANTICO HILLS CENTRAL SCHOOL DISTRICT
Region 4	WESTCHESTER	HAWTHORNE-CEDAR KNOLLS UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	MOUNT PLEASANT-COTTAGE UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	VALHALLA UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	MOUNT PLEASANT-BLYTHEDALE UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	PLEASANTVILLE UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	MOUNT VERNON SCHOOL DISTRICT
Region 4	WESTCHESTER	NEW ROCHELLE CITY SCHOOL DISTRICT
Region 4	WESTCHESTER	BYRAM HILLS CENTRAL SCHOOL DISTRICT
Region 4	WESTCHESTER	PELHAM UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	RYE CITY SCHOOL DISTRICT
Region 4	WESTCHESTER	RYE NECK UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	PORT CHESTER-RYE UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	SCARSDALE UNION FREE SCHOOL DISTRICT
Region 4	WESTCHESTER	WHITE PLAINS CITY SCHOOL DISTRICT
Region 4	WESTCHESTER	YONKERS CITY SCHOOL DISTRICT
Region 5	NASSAU	GLEN COVE CITY SCHOOL DISTRICT
Region 5	NASSAU	HEMPSTEAD UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	UNIONDALE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	EAST MEADOW UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	NORTH BELLMORE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	LEVITTOWN UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	SEAFORD UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	BELLMORE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	ROOSEVELT UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	FREEPORT UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	BALDWIN UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	OCEANSIDE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	MALVERNE UNION FREE SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 5	NASSAU	VALLEY STREAM 13 UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	LAWRENCE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	ELMONT UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	GARDEN CITY UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	EAST ROCKAWAY UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	LYNBROOK UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	ROCKVILLE CENTRE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	WANTAGH UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	VALLEY STREAM 24 UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	MERRICK UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	ISLAND TREES UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	NORTH MERRICK UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	VALLEY STREAM 30 UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	ISLAND PARK UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT
Region 5	NASSAU	SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT
Region 5	NASSAU	BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT
Region 5	NASSAU	LONG BEACH CITY SCHOOL DISTRICT
Region 5	NASSAU	WESTBURY UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	EAST WILLISTON UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	ROSLYN UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	PORT WASHINGTON UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	NEW HYDE PARK-GARDEN CITY PARK UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	MANHASSET UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	GREAT NECK UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	HERRICKS UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	MINEOLA UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	CARLE PLACE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	NORTH SHORE CENTRAL SCHOOL DISTRICT
Region 5	NASSAU	SYOSSET CENTRAL SCHOOL DISTRICT
Region 5	NASSAU	LOCUST VALLEY CENTRAL SCHOOL DISTRICT
Region 5	NASSAU	PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT
Region 5	NASSAU	OYSTER BAY-EAST NORWICH CENTRAL SCHOOL DISTRICT
Region 5	NASSAU	JERICO UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	HICKSVILLE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	PLAINEDGE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	BETHPAGE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	FARMINGDALE UNION FREE SCHOOL DISTRICT
Region 5	NASSAU	MASSAPEQUA UNION FREE SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 5	PUTNAM-WESTCHESTER	MAHOPAC CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	CARMEL CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	HALDANE CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	GARRISON UNION FREE SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	PUTNAM VALLEY CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	BREWSTER CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	BEDFORD CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	CROTON-HARMON UNION FREE SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	HENDRICK HUDSON CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	CHAPPAQUA CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	NORTH SALEM CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	OSSINING UNION FREE SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	PEEKSKILL CITY SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	SOMERS CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	LAKELAND CENTRAL SCHOOL DISTRICT
Region 5	PUTNAM-WESTCHESTER	YORKTOWN CENTRAL SCHOOL DISTRICT
Region 5	ROCKLAND	CLARKSTOWN CENTRAL SCHOOL DISTRICT
Region 5	ROCKLAND	NANUET UNION FREE SCHOOL DISTRICT
Region 5	ROCKLAND	HAVERSTRAW-STONY POINT CSD (NORTH ROCKLAND)
Region 5	ROCKLAND	SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT
Region 5	ROCKLAND	NYACK UNION FREE SCHOOL DISTRICT
Region 5	ROCKLAND	PEARL RIVER UNION FREE SCHOOL DISTRICT
Region 5	ROCKLAND	SUFFERN CENTRAL SCHOOL DISTRICT
Region 5	ROCKLAND	EAST RAMAPO CENTRAL SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	THREE VILLAGE CENTRAL SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	BROOKHAVEN-COMSEWOGUE UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	SACHEM CENTRAL SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	PORT JEFFERSON UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	MOUNT SINAI UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	MILLER PLACE UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	ROCKY POINT UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	LONGWOOD CENTRAL SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	WILLIAM FLOYD UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	CENTER MORICHES UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	EAST MORICHES UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	EAST HAMPTON UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	WAINSCOTT COMMON SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	AMAGANSETT UNION FREE SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 6	EASTERN SUFFOLK	SPRINGS UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	SAG HARBOR UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	MONTAUK UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	BAY SHORE UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	ISLIP UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	EAST ISLIP UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	SAYVILLE UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	HAUPPAUGE UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	CONNETHQUOY CENTRAL SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	WEST ISLIP UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	BRENTWOOD UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	CENTRAL ISLIP UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	FIRE ISLAND UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	SHOREHAM-WADING RIVER CENTRAL SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	RIVERHEAD CENTRAL SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	LITTLE FLOWER UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	SHELTER ISLAND UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	REMSENBURG-SPEONK UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	QUOGUE UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	HAMPTON BAYS UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	SOUTHAMPTON UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	BRIDGEHAMPTON UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	SAGAPONACK COMMON SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	EASTPORT-SOUTH MANOR CSD
Region 6	EASTERN SUFFOLK	TUCKAHOE COMMON SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	EAST QUOGUE UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	OYSTERPONDS UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	FISHERS ISLAND UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	SOUTHOLD UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	GREENPORT UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	MATTITUCK-CUTCHOGUE UNION FREE SCHOOL DISTRICT
Region 6	EASTERN SUFFOLK	NEW SUFFOLK COMMON SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	BABYLON UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	WEST BABYLON UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	NORTH BABYLON UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	LINDENHURST UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	COPIAGUE UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	AMITYVILLE UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	DEER PARK UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	WYANDANCH UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	ELWOOD UNION FREE SCHOOL DISTRICT

EMAP Regions	BOCES	District Name
Region 6	WESTERN SUFFOLK	COLD SPRING HARBOR CENTRAL SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	HUNTINGTON UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	NORTHPORT-EAST NORTHPORT UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	HARBORFIELDS CENTRAL SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	COMMACK UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	SMITHTOWN CENTRAL SCHOOL DISTRICT
Region 6	WESTERN SUFFOLK	KINGS PARK CENTRAL SCHOOL DISTRICT
Region 7	NEW YORK CITY	NYC SPECIAL SCHOOLS - DISTRICT 75
Region 7	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT # 1
Region 7	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT # 2
Region 7	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT # 3
Region 7	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT # 4
Region 7	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT # 5
Region 7	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT # 6
Region 7	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT # 7
Region 7	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT # 8
Region 7	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT # 9
Region 8	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #10
Region 8	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #11
Region 8	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #12
Region 8	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #13
Region 8	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #14
Region 8	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #15
Region 8	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #16
Region 8	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #17
Region 8	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #18
Region 8	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #19
Region 9	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #20
Region 9	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #21
Region 9	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #22
Region 9	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #23
Region 9	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #32
Region 9	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #24
Region 9	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #25
Region 10	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #26
Region 10	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #27
Region 10	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #28
Region 10	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #29
Region 10	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #30
Region 10	NEW YORK CITY	NEW YORK CITY GEOGRAPHIC DISTRICT #31