

REQUEST FOR PROPOSAL (RFP)

RFP# 19-027

NEW YORK STATE EDUCATION DEPARTMENT

Title:

IMPLEMENTATION OF THE DIAGNOSTIC TOOL FOR SCHOOL AND DISTRICT EFFECTIVENESS AND SUPPORT FOR TARGET DISTRICTS AND IDENTIFIED SCHOOLS

The New York State Education Department (NYSED) Office of Accountability is seeking proposals from vendors with demonstrated knowledge, expertise and the capacity to provide district and school-based technical assistance aligned to the Diagnostic Tool for School and District Effectiveness (DTSDE) in New York's Comprehensive Support and Improvement (CSI) schools and Target Districts; provide professional development on DTSDE to educational leaders across the state; and help develop capacity within the field. Target Districts use the feedback from the DTSDE needs assessment process and on-site technical assistance to complete a District Comprehensive Improvement Plan and any necessary School Comprehensive Education Plans.

The DTSDE articulates the State's theory of action regarding the optimal conditions for district and school effectiveness. (See <http://p1232.nysed.gov/accountability/diagnostic-tool-institute/home.html> for the Department's materials concerning the DTSDE process.)

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

Subcontracting will be limited to thirty percent (30%) of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. 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. The contract resulting from this RFP will be for a term anticipated to begin **October 1, 2019** and to end June 30, 2024.

Service Area: **New York Statewide**

Minimum Requirements: See Minimum Requirements section of the RFP.

Components contained in RFP# 19-027 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 DTSDERFP@nysed.gov no later than the close of business **June 21, 2019**. Questions regarding this request should be identified as Program,

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Fiscal or M/WBE. A Questions and Answers Summary will be posted to [P-12 Competitive Procurement Contracts](#) no later than **July 5, 2019**. The following are the designated contacts for this procurement:

Program Matters

Stephen Earley
DTSDERFP@nysed.gov

Fiscal Matters

Adam Kutryb
DTSDERFP@nysed.gov

M/WBE Matters

Joan Ramsey
DTSDERFP@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 **July 19, 2019 by 3:00 PM**:

1. Submission Documents labeled **Submission Documents - RFP #19-027 Do Not Open**
2. Technical Proposal labeled **Technical Proposal - RFP #19-027 Do Not Open**
3. Cost Proposal labeled **Cost Proposal – RFP #19-027 Do Not Open**
4. M/WBE Documents labeled **M/WBE Documents—RFP #19-027 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#19-027 Do Not Open**.

The mailing address for all the above documentation is:

NYS Education Department
Bureau of Fiscal Management
Attn: Adam Kutryb, RFP# 19-027
Contract Administration Unit
89 Washington Avenue, Room 501W EB
Albany, NY 12234

(Facsimile copies of the proposals are NOT acceptable)

1.) **Description of Services to be Performed**

Work Statement and Specifications

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.

Minimum Requirements

The eligible bidder must agree to the Minimum Requirements found below and must submit the Minimum Requirements Certification Form located in 5.) Submission Documents, signed by an authorized person.

1. 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.
2. The bidder must also identify (1) full time liaison that will work with NYSED's Calibration Assurance Team, one (1) additional Calibration Assurance reader, and (1) one part-time Logistics liaison (at least .25 FTE) who will be responsible for arranging the logistical needs of the vendor and submitting invoices following the contract's protocols.

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

In January 2018, the United States Department of Education approved the New York State Every Student Succeeds Act (ESSA) plan, which presented a bold vision for advancing educational equity and ensuring that all students succeed and thrive in school no matter who they are, where they live, where they go to school, or where they come from.

New York State's ESSA plan, which can be found at <http://www.p12.nysed.gov/accountability/essa/documents/nys-essa-plan-final-1-16-2018.pdf>, outlines a robust system of oversight, support, and technical assistance for schools identified as Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Target Districts. As described in the plan, the on-site DTSDE process has been the cornerstone of the State's improvement efforts since its introduction in 2012. This RFP is intended to ensure that schools and districts receive high-quality, on-site technical assistance and feedback that serve as the basis for District Comprehensive Improvement Plans and School Comprehensive Education Plans.

As part of this vision, the State Education Department has outlined a robust system for supporting schools identified for improvement so that the schools that need the most support receive the most attention. In recent years, the Department has adjusted how it approaches identified schools and districts to increase its focus on providing guidance, feedback, and recommendations to those that are identified as low-performing. These changes can be seen in both the current Diagnostic Tool for School and District Effectiveness (DTSDE) review process and in modifications to the School Comprehensive Educational Plan (SCEP) and District Comprehensive Improvement Plan (DCIP). This shift allows the State to work closely with schools and districts to provide them with guidance to support improvements to the quality of the education offered within the schools and districts. The Department no longer sees its role as most importantly a compliance monitor. Instead, the Department recognizes the importance of being a partner with the schools and districts that are identified and providing these schools and districts with school-specific feedback and guidance system to identify the most appropriate solutions to the barriers they face, rather than prescribing an abundance of one-size-fits-all requirements. Each of these strategies is also explicitly addressed in the DTSDE framework (See Attachment 1).

Theory of Action

New York State's lowest achieving schools require targeted and specialized assistance to build school and district capacity to support sustainable school turnaround. Necessary supports for effective school turnaround must be based on, as well as be responsive to, the comprehensive needs

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of the school, driven by an assessment of the optimal conditions for learning as defined by research-based best practices, and delivered in a high-quality manner and embedded in school practice. Once schools and districts have been provided with feedback, they must take the recommendations created because of the review process and use them to develop high-quality plans that are aligned to available resources.

Differentiated Supports and Improvements to Struggling Schools

New York State's system of differentiated accountability allows the schools identified as having the greatest needs to be the ones that receive the most support from the State. This approach has been developed using feedback from stakeholders and the lessons that the Department has learned through our previous school improvement efforts. In general, schools that are having difficulty making gains will receive more support and more oversight than will the schools that are showing improvement.

As part of New York's approach, the level and intensity of technical assistance will depend on whether the school shows progress. Under this model, CSI schools will receive one of four types of support from NYSED and its contracted vendor. The different models will encompass three distinct forms of interactions Outside Educational Experts (OEEs) will have with individual schools through the on-site needs assessment process, follow-up visits, and technical assistance/leadership coaching.

Consultant Support Models

<p>Model A: 8 Contract Days</p> <ul style="list-style-type: none"> • 1 school Diagnostic Needs Assessment (3 days on-site) • 1 school Follow-up Visit (1 day) • Pre-visit preparations (2 days) • Post-visit report writing (2 days) 	<p>Model B: 8 Contract Days</p> <ul style="list-style-type: none"> • 1 school Progress Visit (1 day on-site) • 3 school Follow-Up Visits (3 days total) • Pre-visit preparations (2 days) • Post-visit report writing (2 days)
<p>Model C: 14 Contract Days</p> <p>Model C1:</p> <ul style="list-style-type: none"> • 8 days Professional Learning Facilitation (per school) • 6 days school-site visitation <p>Model C2:</p> <ul style="list-style-type: none"> • 3 days on-site in Fall • 3 days on-site in Winter • 3 days on-site in Spring • 1 days on-site in June • Pre-visit preparations (2 days) • Post-visit report writing (2 days) 	<p>Model D: 28 Contract Days</p> <ul style="list-style-type: none"> • 5 days on-site in September/October • 5 days on-site in November/December • 5 days on-site in January/February • 5 days on-site in March/April • 5 days on-site in May/June • Pre-visit preparations (1 day) • Post-visit report writing (2 days)

On-Site Needs Assessment

CSI schools will receive an on-site needs assessment annually, though the process may look different each year, and the process will be led by school districts for schools that are making progress. Vendor consultants, known as Outside Educational Experts (OEEs), will lead this process in select identified schools. Upon identification, all schools are expected to receive a Diagnostic Needs Assessment (Model A) that examines how well schools are organized to promote student success by looking at the quality and effectiveness of practices within each of the DTSDE Tenets. In subsequent years, a school may choose to have a new Diagnostic Needs Assessment, or it can opt to have its on-site needs assessment focus on providing feedback regarding the implementation of the school's improvement plan, a process known as the Progress Needs Assessment (Model B). Like the Diagnostic Needs Assessment, the Progress Needs Assessment would include interviews with stakeholders and visits to classrooms. The key difference would be that this visit would have a narrower focus to examine the quality and effectiveness of the implementation of the school improvement plan thus far, rather than assessing the quality and effectiveness of practices across the DTSDE Tenets. Because of this narrower focus, the Progress Needs Assessment would occur in one day, rather than the three days allocated for the Diagnostic Needs Assessment.

The Diagnostic Needs Assessment (Model A) will incorporate the multiple methods of gathering evidence regarding the school's effectiveness, such as interviews, classroom observations and surveys. The Diagnostic visits in CSI schools are carried out by an Integrated Intervention Team (IIT), which at minimum consists of a district representative and a NYSED-assigned OEE from the vendor organization. A NYSED staff member will coordinate the various preparatory activities that occur in advance of the review and may participate on the review team. Depending on the district's and/or school's reasons for identification, the Regional Bilingual Education Resource Network (R-BERN), Regional Special Education Technical Assistance Support Centers (RSE-TASC) and Special Education School Improvement Specialist (SEIS) staff may also be members of the IIT. A district may also request permission from NYSED to have a district-selected OEE participate on the school review.

As part of the on-site process, the vendor will lead interviews with the principal, visit classrooms with the principal, and meet with a variety of stakeholders while on-site. In advance of the visit, the vendor will analyze documentation prepared by the school, including a self-reflection, survey results, and the annual School Comprehensive Education Plan (SCEP) to identify potential inquiry trails to pursue while on site.

For Diagnostic reviews under Model A, prior to the start of the review, the principal, in consultation with NYSED staff, will draft a schedule for the review. The schedule may be adjusted by either the school or the vendor reviewer during the initial meeting of the review. The schedule should remain flexible as long as all essential components of the review are completed in a time-appropriate manner.

Below is a summary of the essential components of the on-site review:

- **Principal Interviews** – The IIT will meet with the principal throughout the time spent at the school.
- **Classroom Visitations:** – The vendor OEE will visit classrooms with the principal. The review team members for schools receiving a diagnostic review will visit seven to ten classes as well.

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- **Focus Groups** – The IIT will meet with focus groups that are composed of:
 - Students
 - Teachers; and
 - Students’ family members

At the end of days one and two for schools receiving Diagnostic Reviews, the IIT will reflect on and discuss initial findings. Day 3 will consist of a “reconvening day,” during which team members will finalize their conclusions and draft recommendations for the school. Following the visit, the lead reviewer is responsible for producing a written report using the School Review Report template. Evidence to support findings will be included.

The Progress visits (Model B) would include visits to classrooms and interviews with stakeholders. Like the Diagnostic visit, the Progress visit may include a district representative and would be organized in advance by a NYSED staff member, who may participate on the initial visit.

The awarded vendor reviewers will serve as the NYSED-assigned OEE. As the OEE, the vendor reviewers will have clearly defined responsibilities related to the three components of a Diagnostic Visit and a Progress Visit: the pre-review preparation, the on-site visit, and the post-visit activities, which include the creation of the report. The vendor reviewer (acting as the OEE) is responsible for submitting draft reports to the vendor’s Calibration Liaison, who will review and revise the report as necessary to meet NYSED expectations, prior to sending the report to NYSED’s Calibration Assurance Team (CAT), no more than 10 business days after the last day of the visit. The vendor reviewer, with the vendor’s Calibration Liaison, is then responsible for addressing any question or feedback given by CAT in a second draft. The second draft is due to the CAT ten business days after receiving the initial feedback.

As part of the Needs Assessment model, the vendor OEE would also be expected to return to the school after the initial Needs Assessment. The Diagnostic Needs Assessment follow-up visit process differs from the Progress Needs Assessment process in the number of follow-up visits, as outlined below. Additionally, NYSED does not currently envision having the vendor conduct any follow-up visits to identified schools during the 2021-22 school year. After the final follow-up visit, the OEE will be required to generate a report summarizing the findings of any follow-up visits and identifying potential barriers for the school to be aware of moving forward.

Post-Needs Assessment Follow-Up Visits

Schools that undergo a Diagnostic Needs Assessment or a Progress Needs Assessment will receive at least one follow-up visit following the initial Needs Assessment, except in 2021-22 when the next Comprehensive Support and Improvement school identification list is released.

As part of the Diagnostic Needs Assessment process in Model A, an OEE will return to the school to determine the school’s progress on the recommendations provided during the Diagnostic Needs Assessment and provide additional feedback to the school to consider before it submits its annual School Comprehensive Education Plan (SCEP).

Schools that receive a Progress Needs Assessment under Model B will receive three follow-up visits during the year. The first of these visits will assess the progress made toward recommendations provided during the initial progress needs assessment, provide technical assistance toward areas of

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need, and identify areas to address during subsequent follow-up visits. The two remaining follow-up visits will involve continuing conversations around the implementation of the annual improvement plan, reviewing school-level data with the OEE, and providing additional technical assistance in an area jointly identified by the OEE and the principal.

Technical Assistance and Leadership Coaching

Central to NYSED's differentiated accountability system is the need to ensure that schools that need additional supports receive the assistance and attention they need. To accomplish this under ESSA, New York will vary how it interacts with schools and provide Technical Assistance and Leadership Coaching to the schools in its Receivership Program and to schools that do not make progress each year. Identified schools that have not made progress will receive one of two models of technical assistance and leadership coaching based on the previous school year's results. One model, referred to as "Model C" in the table above will involve visits to the school at different points during the school year and either facilitation of a professional learning community through Model C1 or school-specific technical assistance through Model C2. The model referred to as "Model D" will involve more intensive visits to the school across the school year. Model D will be reserved for the schools that are having the most difficulty making improvement.

Model C

OEEs working with schools under Model C would visit the school multiple times a year to provide specific coaching and technical assessment. This would be accomplished through either Model C1, a Professional Learning Community Cohort led by the OEE, or through Model C2, School-Specific Technical Assistance offered by the OEE. Both methods of support would entail 14 days of work, which is described below and in the Deliverable section of the RFP.

Model C1

NYSED will bring schools together into professional learning cohorts focused on specific school leader responsibilities and challenges. These cohorts will consist of approximately 8-10 schools each. These schools would meet at four points during the year as a professional learning community facilitated by the vendor consultant. The vendor OEE would also make up to six visits to each participating school a year.

The OEE will do the following activities in conjunction with this role:

- Conduct pre-meeting calls with each participating school to understand the experience of each participating member and the challenges the school is facing.
- Analyze the survey results of a NYSED-conducted survey completed by each school
- Develop curriculum connected to the DTSDE Framework that will be used for an in-person four-hour professional learning discussion among cohort participants.
- Lead the in-person professional learning discussion among participants.
- Reach out to participating members via phone and email at least once a month.
- Lead a conference call with stakeholders at each participating school at least three times per year
- Write an end-of-the-year report outlining the participation of the school in the cohort and providing school-specific recommendations for that school for the following year.

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- Visit each school in the professional learning cohort to provide individual technical assistance.

Model C2

OEEs would visit the school a minimum of four times during the school year. The first visit, which would occur in the Fall, would consist of the following activities:

- One-day progress needs assessment
- One-day Classroom walkthroughs and additional technical assistance
- One-day Data Review and Goal Setting

At the end of the first visit, the OEE and principal will identify specific goals that should be in place by the winter visit, along with the identification of one or two specific topics to address during future technical assistance visits to the school. The second visit to the school would consist of the following activities:

- One-day Data Review and Monitoring of Targets
- One-day Classroom Walkthroughs and Additional Technical Assistance
- Half-day interviews with stakeholders regarding identified topics
- Half-day feedback and future goal setting

At the end of the second visit, the OEE and principal will identify specific goals that should be in place by the spring visit. The spring visit will consist of the following activities:

- One-day Data Review and Monitoring of Targets
- One-day Classroom Walkthroughs and Additional Technical Assistance
- Half-day interviews with stakeholders regarding identified topics
- Half-day feedback and future goal setting

At the end of the third visit, the OEE will identify specific goals that should be in place by the June visit. The OEE will return to the school in June to see the extent to which the school has been able to accomplish these targets. The OEE will also work with the principal on identifying future goals for the summer and fall of the following school year.

Model D

OEEs working with schools under Model D would visit the school between September and June, except in year 1, when the visits will be scheduled in coordination with NYSED after the contract is approved. The OEE must commit to visiting the school five times every two months. The visits would consist of a set of activities based on the following school turnaround concepts::

- 1) Turnaround Leadership
- 2) Staff Development
- 3) Instruction
- 4) Culture Shift

The OEE will spend an average of one day a month working with the principal on the “Turnaround Leadership” concept. This day will include the following activities:

- Review of School Data
- Goal Setting for Next Month’s Visit

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- Monitoring of Current Month's Targets

The OEE will devote one day every two months to each of the remaining concept, so that the OEE visits the school five times every two months. The following are examples of activities that could be expected for each of the other turnaround concepts:

Staff Development (one day every two months)

- Classroom Walkthroughs
- Review of observation feedback and discussions regarding the feedback provided to staff
- Review of goals and expectations for non-instructional personnel
- Technical assistance on developing systems for distributive leadership
- Technical assistance on providing high-quality professional development opportunities to staff
- Interviews with staff for feedback on the systems currently in place

Instruction(one day every two months)

- Classroom Walkthroughs
- Review of observation feedback and discussions regarding the feedback provided to staff
- Review of curriculum and lesson planning
- Technical assistance on opportunities for teacher collaboration
- Technical assistance and guidance to assistant principals and instructional coaches
- Interviews with staff for feedback on systems currently in place
- Interviews with students for feedback on systems currently in place

Culture Shift (one day every two months)

- Classroom Walkthroughs
- Review of communication and guidance to staff and families
- Interviews with staff for feedback on systems currently in place
- Interviews with students for feedback on systems currently in place
- Interviews with families for feedback on systems currently in place
- Technical assistance on soliciting stakeholder input

For a list of New York State Accountability Designations, including the current list of Comprehensive Supports and Improvement Schools, please visit:

<http://www.p12.nysed.gov/accountability/essa/documents/AccountabilityStatus2018-19.xlsx>. Please note, CSI schools are identified once every three years. The current list will sunset in 2021 and a new list will be released at the beginning of the 2021-22 school year.

Deliverables and/or Project Description

Through this RFP, NYSED will procure the following services related to the DTSDE Reviews:

Deliverable A: Professional Development for Vendor Reviewers on DTSDE

The vendor will participate in training pertaining to the DTSDE review protocol, rubric, supporting documents and optimal implementation of the Next Generation Learning Standards, data-driven instruction, and teacher-leader effectiveness specific to the unique features of New York State's

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lowest-achieving schools. Vendor reviewers will participate in the following trainings provided by NYSED in Albany, NY:

- Three* (3)-day training session focused on the DTSDE protocols, report writing, and support for consultant models A and B as outlined previously, at the onset of the contract (*May be five days depending on reviewer experience. See below).
- Three* (3)-day training session focused on Consultant models C and D as outlined previously, at the onset of the contract (*May be five days depending on reviewer experience. See below).
- Two (2)-day training session focused on the DTSDE protocol and report writing and support for consultant models A and B in Fall 2020
- Two (2)-day training session focused on support under consultant models C and D in Fall 2020
- Four (4) day training session focused on DTSDE protocol and report writing in Fall 2021
- Two (2)-day training session focused on the DTSDE protocol and report writing and support for consultant models A and B in Fall 2022
- Two (2)-day training session focused on support under consultant models C and D in Fall 2022
- Two (2)-day training session focused on the DTSDE protocol and report writing and support for consultant models A and B in Fall 2023
- Two (2)-day training session focused on support under consultant models C and D in Fall 2023

*If more than 50 percent of the approved reviewers from the vendor organization have limited experience with the DTSDE, then both initial trainings at the onset of the contract shall take place across five (5) days, instead of three. "Limited" experience shall be defined as having participated in less than two DTSDE statewide trainings OR having participated in less than two IIT reviews. Reviewers who have participated in two or more DTSDE statewide trainings AND two or more IIT reviews will not be counted toward the vendor organization's total of reviewers with limited experience. Reviewers who fulfill either the training requirement or the IIT requirement, but do not fulfill the other requirement, will still be considered to have "limited" experience.

Deliverable B: School and District Reviews and Support:

Support Model A: School Reviews + 1 Follow-up Visit (8 days total per school)

- Pre-visit preparations (2 days)
- On-Site school Diagnostic Needs Assessment (3 days on-site)
- Post-visit report writing (2 days)
- On-Site school Follow-up Visit (1 day) *the follow-up visit is not expected in 2021-22

Pre-Review (2 days per school)

The vendor will be responsible for ensuring that vendor reviewers participate in pre-review preparation activities. These activities are expected to take two (2) days for each school visited. Preparation will include: review of required documents submitted prior to the visit by the school and/or district; coordination of the submission of additional documents by the school and/or district to fill IIT identified gaps in information; facilitation of meetings of the IIT and assigning review tasks to members based on their experience and expertise; and facilitation of any necessary meetings with school and/or district leadership to discuss the

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expectations of the review process. Additionally, NYSED will provide the vendor with the names and contact information of the other Integrated Team members, as well as the contact information for the districts and schools to be visited. The vendor reviewers will use this information to complete the pre-review visit protocols described above.

On-Site Review (3 days per school)

The vendor will be responsible for providing vendor reviewers to serve as Outside Educational Experts. (See the Overview of Deliverables chart below for the breakdown of the number of days for this sub-deliverable during each year of the contract.) All school reviews will consist of two days of evidence collection and one reconvening day. Following the announcement of the award, NYSED will provide the vendor with a schedule for the visits, that details when and where the visits will take place. The vendor will not be expected to conduct more than twelve (12) visits a week and each vendor reviewer will not be scheduled for more than three (3) visits per month. The vendor will not be responsible for arranging the visit schedule. The reviews must be conducted using the DTSDE Review protocols described in the Handbook (<http://www.p12.nysed.gov/accountability/diagnostic-tool-institute/DTSDEHandbook.html>) and be consistent with the professional development provided by NYSED on the DTSDE Review Protocol and six tenets outlined in the DTSDE rubric.

Post-Review (Drafting and Finalizing DTSDE Reports 2 days per school)

Each vendor reviewer must coordinate and synthesize the findings of the IIT and draft the DTSDE report for each on-site visit conducted. It is estimated that the drafting and finalization of the report will take two (2) days each for the school visits. The two days will be devoted toward writing the DTSDE report and responding to feedback during the calibration process. The vendor reviewer is responsible for producing a draft DTSDE Visit Final Report and submitting it to NYSED's Calibration Assurance Team (CAT) no more than 10 business days after the last day of the visit. The vendor reviewer, with the vendor's Calibration Liaison, is then responsible for addressing any question or feedback given by CAT in a second draft. The second draft is due to the CAT ten business days after receiving the initial feedback. The report must be completed for submission to the district for final verification no later than 45 business days after the last day of the visit.

Follow-Up Visit (1 day per school)

The vendor will provide a reviewer to return to each school visited earlier in the year for one day during the months of April, May, or June. The vendor reviewer visiting the school will meet with the principal to examine progress made since the review occurred, and provide additional guidance and suggestions concerning the next steps the school should take. After each visit, the vendor reviewer will submit a summary of the status of the school since the visit, along with an outline of the suggestions provided during the follow-up visit. Note, there will be no follow-up visits in 2021-22. Schools visited under Model A in 2021-22 will be invoiced as seven days of work that year.

Support Model B: Progress Reviews + 3 Follow-up Visits (8 total days per school)

- Pre-visit preparations (2 days)
- On-Site Progress Visit (1 day on-site)
- Three one-day on-site school Follow-Up Visits (3 days total)
- Post-visit report writing (2 days)

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Pre-Review (2 days)

The vendor will be responsible for ensuring that vendor reviewers participate in pre-review preparation activities. These activities are expected to take two (2) days for each school visited. Preparation will include: review of required documents submitted prior to the visit by the school and/or district; coordination of the submission of additional documents by the school and/or district to fill IIT identified gaps in information; facilitation of meetings.

On-Site Progress Visit (1 day)

The vendor will be responsible for providing vendor reviewers to provide on-site feedback about the quality of practices observed and the progress the school has made with its school improvement plan. (See the Overview of Deliverables chart below for the breakdown of the number of days for this sub-deliverable during each year of the contract.) The vendor will not be responsible for arranging the one-day on-site visit schedule. The reviews must be consistent with the professional development provided by NYSED on the DTSDE Review Protocol and six tenets outlined in the DTSDE rubric.

Follow-Up Visit (1 day per visit, three times across school year)

The vendor will provide a reviewer to return to each school visited earlier in the year for one day at three different points following the initial on-site visit. Visits must occur between two and twelve weeks of the preceding visit, with no visits occurring in consecutive weeks. The visits should take approximately two hours each, with the remaining time allocated for travel and report writing. The vendor reviewer visiting the school will meet with the principal to examine progress made since the review occurred, and provide additional guidance and suggestions concerning the next steps the school should take. After each visit, the vendor reviewer will submit a summary of the status of the school since the visit, along with an outline of the suggestions provided during the follow-up visit.

Post-Review (Finalizing Reports)

Following the initial on-site visit, the vendor is expected to submit a report identifying the quality of practices observed and the school's progress toward its recommendations. The vendor reviewer is responsible for submitting the report to NYSED's Calibration Assurance Team (CAT) no more than 10 business days after the visit. The vendor reviewer, with the vendor's Calibration Liaison, is then responsible for addressing any question or feedback given by CAT in a second draft. The second draft is due to the CAT ten business days after receiving the initial feedback. The report must be completed for submission to the district for final verification no later than 45 business days after the last day of the visit. Following the final follow-up visit to the school, the vendor shall submit all three Follow-up visit summaries to the vendor calibration unit and respond to any inquiries that arise from the calibration process.

Support Model C

Support Model C involves providing coaching and on-site technical assistance to schools amounting to 14 days of work per school. There are two methods for supporting schools through Model C: Model C1: Professional Learning Cohort and Model C2: School-Specific Coaching. Both of these models are outlined below. NYSED anticipated that 2/3 of the allocated days for Model C will be devoted to Model C1, with the remaining days devoted to Model C2. These percentages and the contract days involved may be reapportioned by mutual agreement between the vendor and the NYSED.

Model C1: Professional Learning Cohort (14 days total per school – 10 on-site and 4 off-site)

NYSED will bring schools together into professional learning cohorts focused on specific school leader responsibilities and challenges. These cohorts will consist of approximately 8-10 schools each. These schools would meet at four points during the year as a professional learning community facilitated by the vendor consultant. The vendor OEE would also make up to six visits to each participating school a year. During a full contract year, these visits would occur in the months the cohort does not meet. In the event the contract is not awarded before the start of a school year, these visits may be more closely placed together, so that six visits can occur, upon mutual agreement between the vendor and NYSED. The total number of days to be invoiced per school shall be reduced by one for each on-site visit that does not occur.

Professional Learning Facilitation (8 days per school)

The vendor will be responsible for providing an OEE to lead professional learning communities to a cohort of educators. The OEE will do the following activities in conjunction with this role:

- Conduct two pre-meeting calls with each participating school to understand the experience of each participating member and the challenges the school's is facing.
- Analyze the survey results of a NYSED-conducted survey completed by each school
- Develop curriculum connected to the DTSDE Framework that will be used for an in-person four-hour professional learning discussion among cohort participants.
- Lead the in-person professional learning discussion among participants.
- Reach out to participating members via phone and email at least once a month.
- Lead a conference call with stakeholders at each participating school at least three times per year
- Write an end-of-the-year report outlining the participation of the school in the cohort and providing school-specific recommendations for that school for the following year.

On-Site Coaching (6 days per school)

The OEE leading the support model will be responsible for visiting each school in the professional learning cohort to provide individual technical assistance. The technical assistance shall connect to the themes discussed during the in-person cohort gatherings. Each meeting shall be a minimum of four hours on-site. These meetings will be scheduled around the in-person meetings, evenly spaced throughout the year.

Model C2: School-Specific Coaching (14 days total per school – 10 on-site and 4 off-site)

Pre-Review (2 days)

The vendor will be responsible for ensuring that vendor reviewers participate in pre-review preparation activities. These activities are expected to take two (2) days for each school visited. Preparation will include: review of required documents submitted prior to the visit by

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the school and/or district; coordination of the submission of additional documents by the school and/or district to fill IIT identified gaps in information; facilitation of meetings

On-Site Visits (10 days total, as identified below)

Fall Visit (3 days)

The first visit would consist of the following activities:

- One-Day progress needs assessment
- One-Day Classroom walkthroughs and additional technical assistance
- One-Day Data Review and Goal Setting

At the end of the first visit, the OEE and principal will identify specific goals that should be in place by the winter visit, along with identify one or two specific topics to address during future technical assistance visits to the school.

Winter Visit (3 days)

The second visit to the school would consist of the following activities:

- One-Day Data Review and Monitoring of Targets
- One-Day Classroom Walkthroughs and Additional Technical Assistance
- Half-day interviews with stakeholders regarding identified topics
- Half-Day feedback and future goal setting

At the end of the second visit, the OEE and principal will identify specific goals that should be in place by the spring visit.

Spring Visit (3 days)

The spring visit will consist of the following activities:

- One-Day Data Review and Monitoring of Targets
- One-Day Classroom Walkthroughs and Additional Technical Assistance
- Half-day interviews with stakeholders regarding identified topics
- Half-Day feedback and future goal setting

At the end of the third visit, the OEE will identify specific goals that should be in place by the June visit.

June Visit (1 day)

The OEE will return to the school in June to see the extent to which the school has been able to accomplish these targets. The OEE will also work with the principal in June on identifying future goals for the summer and fall of the following school year.

Post-Review (2 days per school)

Following each visit, the vendor is expected to submit a report that outlines the feedback provided to the principal and the next steps and goals identified. The vendor reviewer is responsible for submitting the report directly to NYSED. NYSED may reach out to the vendor for clarification regarding the information contained in the report. The vendor is expected to respond to any inquiries that arise from the calibration process.

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Support Model D

Model D involves intense on-site support of schools within the state. The model will involve 28 days of support as outlined below. By mutual agreement between NYSED and the vendor, the support may be adjusted to meet the needs of the specific schools involved.

Pre-Visit (1 day per school)

The vendor will be responsible for ensuring that vendor OEEs participate in pre-visit preparation activities. These activities are expected to take one day per school visited. Preparation will include: review of required documents submitted prior to the visit by the school and/or district; coordination of the submission of additional documents by the school and/or district to fill IIT identified gaps in information; facilitation of meetings.

On-Site Visits (25 days per school)

OEEs working with schools under Model D would visit the school five days every two months between September and June, for a total of 25 days across the school year. In Year 1, the visits would not begin until the contract has been approved. In the event the visits do not occur in September/October in Year 1, NYSED will work with the vendor to see if those five days of support can be added to additional days during the year so that the OEE would still spend 25 days at the school in Year 1. The OEE must commit to visiting the school five times every two months. The visits would consist of a set of activities based on the following turnaround concepts:

- 1) Turnaround Leadership
- 2) Staff Development
- 3) Instruction
- 4) Culture Shift

While these concepts are similar to those used as the Center for School Turnaround's Four Domains for Rapid School Improvement, the turnaround concepts that will drive the OEE support will also be informed by the DTSDE Framework and NYSED's guidance for school improvement.

The OEE will spend at least one day a month working with the principal on the "Turnaround Leadership" concept. This day will include the following activities:

- Review of School Data
- Goal Setting for Next Month's Visit
- Monitoring of Current Month's Targets

The OEE will devote one day every two months to each of the remaining concepts, so that the OEE visits the school five times every two months. The following are examples of activities that could be expected for each of the other turnaround concepts:

Staff Development (one day every two months)

- Classroom Walkthroughs
- Review of observation feedback and discussions regarding the feedback provided to staff
- Review of goals and expectations for non-instructional personnel
- Technical assistance on developing systems for distributive leadership

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- Technical assistance on providing high-quality professional development opportunities to staff
- Interviews with staff for feedback on the systems currently in place

Instruction (one day every two months)

- Classroom Walkthroughs
- Review of observation feedback and discussions regarding the feedback provided to staff
- Review of curriculum and lesson planning
- Technical assistance on opportunities for teacher collaboration
- Technical assistance and guidance to assistant principals and instructional coaches
- Interviews with staff for feedback on systems currently in place
- Interviews with students for feedback on systems currently in place

Culture Shift (one day every two months)

- Classroom Walkthroughs
- Review of communication and guidance to staff and families
- Interviews with staff for feedback on systems currently in place
- Interviews with students for feedback on systems currently in place
- Interviews with families for feedback on systems currently in place
- Technical assistance on soliciting stakeholder input

Post-Review (2 days per school)

Following each visit, the vendor is expected to submit a report that outlines the feedback provided to the principal and the next steps and goals identified. The vendor reviewer is responsible for submitting the report directly to NYSED. NYSED may reach out to the vendor for clarification regarding the information contained in the report. The vendor is expected to respond to any inquiries that arise from the calibration process.

By mutual agreement NYSED and the vendor may reapportion the use of contract days within a model.

Deliverable C: Facilitation of Statewide Professional Development

The vendor will be expected to devote 24 days across the contract toward planning and facilitating Professional Development on the DTSDE process, school improvement planning and reviewer practices during the contract. NYSED will convene approximately 250 educational leaders from districts throughout the state for statewide trainings pertaining to school and district improvement. NYSED will coordinate the event logistics and cover the cost of training locations (the vendor will cover vendor staff/consultant travel expenses).

NYSED will work in collaboration with the Project Director to identify topics for professional development on reviewer practices based on the needs that emerge from the field. NYSED will outline goals for professional development sessions, and the vendor facilitators will be responsible for developing and leading professional development activities connected to the topics that will lead to the achievement of those goals. The Professional Development will occur across two days twice a year during the first three years of the contract, and once a year during the remaining two years.

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For each two-day session, the vendor shall develop the content for three different workshops and provide a minimum of three individuals to facilitate the three workshops, which will run concurrently at a NYSED statewide event in Albany, NY. Each of the sessions will be organized so that the event participants will be arranged into smaller groups that rotate through each of the three different workshops being presented concurrently by representatives from the vendor organization during the two days. The purpose of organizing the participants into smaller groups is to provide a more interactive experience for participants. The vendor facilitators will be expected to design and lead workshops that are interactive and engaging. The vendor will be permitted to invoice for three days of work for each of the sessions during the contract, consisting of one day of preparation and two days of on-site facilitation.

Deliverable D: Facilitation of Regional Training

The vendor will be expected to devote 30 days, at a rate of six days per year, toward providing regional training to schools to be visited. NYSED will provide the content for four half-day workshops that will be delivered at five different locations throughout the state. The workshops will be developed to orient school-based teams on each of the four different support models. School-based teams will attend the workshop aligned with the support model they will be receiving that year.

The vendor will facilitate one half-day workshop on model A, one half-day workshop on model B, one half-day workshop on model C, and one half-day workshop on model D in five different locations every fall, except for fall 2021. In fall 2021, the vendor will deliver one half-day workshop for schools scheduled to receive a diagnostic review (model A) and one half-day workshop on schools scheduled to receive support aligned with model C. In addition, there will be three additional locations scheduled for 2021-22. During that school year, the vendor will provide two half-day workshops at eight locations. In the other years of the contract, the vendor will provide four half-day workshops in five locations.

The workshops will be scheduled so that the vendor can provide two half-day workshops each day, and except for 2021-22, the four half-day workshops will occur in the same location across two consecutive days to minimize travel. NYSED will work in collaboration with the vendor to identify the date for these trainings, which should occur prior to the start of school reviews each year. NYSED will identify and coordinate the space needs for each event.

Summary Chart

The following chart provides a summary/overview of deliverables:

SUMMARY / OVERVIEW OF DELIVERABLES			
ACTIVITY	EVENT LENGTH / TIME – MONTHLY	EVENT LENGTH / TIME PER LIFE OF THE CONTRACT	GEOGRAPHIC LOCATION
Deliverable A			
Professional Development for Vendor Reviewers on DTSDE and OEE Support models	Fall 2019*:3 (or 5) days for models A and B (depending	22 (or 26) full days	<ul style="list-style-type: none"> Albany, NY or Brooklyn, NY

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	<p>on reviewer experience outlined in Deliverable A)</p> <p>Fall 2019*: 3 (or 5) days for models C and D (depending on reviewer experience outlined in Deliverable A)</p> <p>Fall 2020: 2 days for models A and B</p> <p>Fall 2020: 2 days for models C and D</p> <p>Fall 2021: 4 days</p> <p>Fall 2022: 2 days for models A and B</p> <p>Fall 2022: 2 days for models C and D</p> <p>Fall 2023: 2 days for models A and B</p> <p>Fall 2023: 2 days for models C and D</p> <p>*or at the onset of the contract</p>		
Deliverable B			
<p>B.1: Consultant Model A – Diagnostic School Review + 1 Follow-Up visit</p> <p>(8 days per school, except for 2021-22, allocated as follows,: 2days pre-review, 3 days on-site, 2 days report writing, 1 day follow-up visit In 2021-22 there will be no follow-up visits, so school visits shall constitute 7 days of work per school, allocated as follows: 2 days pre-review, 3 days on-site, 2 days report writing, 1 day follow-up visit) I</p>	<p>2019-20: 10 schools</p> <p>2020-21: 15 schools</p> <p>2021-22: 245 schools with no follow-up visits</p> <p>2022-23: 50 schools</p> <p>2023-24: 60 schools</p>	<p>2795 days (135 schools at 8 days per school and 245 schools at 7 days per school)</p>	<ul style="list-style-type: none"> • New York State-wide: See Attachment 2 for the current list of NYS Comprehensive Support and Improvement schools.
<p>B.2: Consultant Model B: Progress Review + 3 Follow-up Visits</p> <p>(8 days per school, allocated as follows: 2 days pre-review, 1</p>	<p>2019-20: 55 schools</p> <p>2020-21: 30 schools</p> <p>2021-22: 0 schools</p>	<p>856 days (107 schools at 8 days per school)</p>	<ul style="list-style-type: none"> • New York State-wide identified schools: See Attachment 2 for the list of NYS Comprehensive

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day progress review, 3 different one-day follow-up visits, 2 days report writing)	2022-23: 10 schools 2023-24: 12 schools		Support and Improvement schools.
B.3: Consultant Model C: (14 days per school, allocated through either Model C1, which entails 8 days of Professional Learning Facilitation and 6 days of on-site support per school, or Model C2, which entails : 2 days pre-visit, 3 days on-site in fall, 3 days on-site in winter, 3 days on-site in spring, 1 day on-site in June, 2 days report writing)	2019-20: 40 schools 2020-21: 60 schools 2021-22: 20 schools 2022-23: 40 schools 2023-24: 50 schools	2940 days (210 schools at 14 days per school)	<ul style="list-style-type: none"> New York State-wide: See Attachment 2 for the current list of NYS Comprehensive Support and Improvement schools.
B.4: Consultant Model D: (28 days per school, allocated as follows: 1 day pre-review, 5 days on-site in September/October*, 5 days on-site in November/December, 5 days on-site in January/February, 5 days in March/April, 5 days in May/June, 2 days report writing) *in year 1 the visits would not begin until after the contract has been approved. The total number of days per school would remain the same.	2019-20: 10 schools 2020-21: 24 schools 2021-22: 0 schools 2022-23: 10 schools 2023-24: 20 schools	1792 days (64 schools at 28 days per school)	New York State-wide: See Attachment 2 for the current list of NYS Comprehensive Support and Improvement schools.
Total Days for Deliverable B:		8,383	
Deliverable C			
DTSDE Professional Development (1 day of preparation and 2 days of facilitation per two-day event, each including 3 concurrent workshops)	2019-20: Fall two-day session Winter/Spring two-day session 2020-21: Fall two-day session Winter/Spring two-day session 2021-22 Fall two-day session Winter/Spring two-day session 2022-23 Fall two-day session	24 days	<ul style="list-style-type: none"> OEE offices (planning) Albany, NY (facilitation)

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	2023-24 Fall two-day session		
Deliverable D			
Deliverable D: Facilitation of Regional Training	<p>Fall 2019*: Deliver four half-day workshops at five regional locations</p> <p>Fall 2020: Deliver four half-day workshops at five regional locations</p> <p>Fall 2021: Deliver two half-day workshops at eight regional locations</p> <p>Fall 2022: Deliver four half-day workshops at five regional locations</p> <p>Fall 2023: Deliver four half-day workshops at five regional locations</p> <p>*or at the onset of the contract</p>	48 days	<p>Workshops will be conducted in each of the five locations:</p> <ol style="list-style-type: none"> 1. New York City 2. Albany/Capital region 3. Syracuse Region 4. Rochester Region 5. Buffalo Region <p>In 2021, additional regional workshops will also occur in each of the additional areas:</p> <ol style="list-style-type: none"> 6. Long Island 7. Hudson Valley 8. Mid-State/Binghamton region
Total Work Days of Entire Contract		8,455 Days of service (plus 22 or 26 days of professional development for vendor reviewers)	

Staffing Requirements and Responsibilities

The Project Director is expected to monitor the quality of the performance of individual OEEs, the calibration assurance liaison, the calibration reader, and the logistics liaison. 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 Calibration Assurance Liaison is expected to ensure that all reports submitted by a vendor reviewer meet NYSED’s approval. The Calibration Assurance Liaison is also responsible for reviewing the feedback and revisions made by the vendor Calibration reader and ensuring that the quality provided aligns with NYSED’s expectations for report writing.

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The Project Director should have project managing experience and a background in school leadership and school improvement. The Calibration Assurance Liaison and reader should have excellent writing and editing skills.

The vendor reviewers should have the following qualifications:

1. Experience in leadership and/or supervision of schools
2. Experience with Common Core/New York State Next Generation Learning Standards, curriculum and Standards alignment, assessment and instruction
3. Experience leading school reviews
4. Experience writing school and district review reports
5. Experience with a variety of school settings (elementary, middle, high school) serving a variety of school communities (rural, suburban, urban).
6. Experience providing support and/or feedback to struggling schools
7. Experience in using data to implement specialized intervention strategies to improve the academic performance of students at-risk, including students with disabilities and English language learners
8. Experience in the development and/or implementation of programs specifically designed to improve student attendance and/or tardiness
9. Experience in planning, conducting and/or evaluating professional development relevant to school improvement
10. Experience in developing effective strategies for outreach to parents and community members
11. Experience with any other effective school improvement strategies that have resulted in improved student performance
12. For candidates with New York State administrative experience: Experience as a leader of a school with an accountability status of *In Good Standing*

Payments and Reports

Payments for deliverables will be made monthly based on the daily rates identified in the winning vendor's cost proposal, up to the number of days outlined for each deliverable and sub-deliverable in the Description of Services to be Performed section of this RFP. The winning vendor will not be compensated for any additional days beyond those set forth in the Description of Services to be Performed. The actual number of days for each deliverable will be determined at the time of award. Any reduction in award amount will be applied equally across all deliverables/sub-deliverables and will result in the number of days of service in the winning cost proposal.

While payment amounts will be based on the number of days of work carried out by the vendor pursuant to each deliverable/sub-deliverable, payment will be made when deliverables are completed, as follows:

- Payment for Professional Development for Vendor Reviewers will be made following the completion of each professional development event.
- Payment for School Reviews and Support under consultant models A and B (including pre-review work, on-site review, and post-review/report writing) will be made following NYSED's approval and acceptance of the DTSDE school reports delivered by the vendor.

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- Payment for School Support under consultant models C and D (including pre-review work and on-site support) will be made following NYSED's approval and acceptance of the DTSDE support updates delivered by the vendor. Payment for the two days of post-review work under models C and D will be made following NYSED's approval and acceptance of the end-of-the-year report.
- Payment for Professional Development Facilitation and for the regional workshops conducted will be made following the completion of each event.

All travel costs will be reimbursed monthly, based on actual expenses incurred. Any vendor staff travel must be in accordance with the approved NYS rates. New York State rates are available at: <http://www.gsa.gov/portal/category/21287>.

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. All invoices submitted for payment must include dates of services and an itemized list of activities and costs consistent with the approved Schedule of Deliverables contained in the executed contract. Invoices with incomplete information will be returned to the vendor.

The vendor project staff and all of its subcontractors performing work on the contract resulting from this RFP must sign the New York State Education Department Agreement to Protect the Privacy of Students, Families, Teachers, Staff and other DTSDE Participants (annexed to this RFP), assuring the confidentiality of all work and discussions carried out under this contract, after the contract is awarded. These signed agreements must be submitted to NYSED prior to the initiation of work under this contract.

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. Please review the guidance for completing Appendix S-1 following the appendix below.

Accessibility of Web-Based Information and Applications

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

Subcontracting Limit

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

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

All contractor staff, including the Project Director, Calibration Readers and Logistics Liaison, and the reviewers 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.

NYSED reserves the right to require that the vendor provide replacement reviewers when a reviewer's performance does not meet NYSED's expectations. For issues of continued low performance, NYSED will alert the Project Director in writing that NYSED is requesting that the reviewer be placed in probationary status. NYSED will work with the Vendor Project Director to identify a plan for improvement that the individual must complete to be removed from probationary status. Any costs associated with this improvement plan, such as mandating that the reviewer on probation shadow another reviewer, are not reimbursable under the scope of this contract. A reviewer who is on probation can be removed from the project if improvement is not demonstrated. For issues of egregious behavior that can be viewed as detrimental to NYSED and the DTSDE process, NYSED reserves the right to require that a reviewer is removed immediately from the project.

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 October 1, 2019 and to end June 30, 2024.

Electronic Processing of Payments

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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 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.

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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 section¹. 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 businesses².

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.

¹ 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.

² 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.

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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.

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](#).

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

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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.

2.) Submission

Documents to be submitted with this proposal

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 (one bearing an original signature)
5. Microsoft Office (CD or USB Flash Drive format)—One (1) electronic version with the submission, technical, cost, and M/WBE proposals. Please place the CD or Flash Drive in a separate envelope.

The proposal must be received **July 19, 2019 by 3:00 PM** at NYSED in Albany, New York.

The mailing address for all the above documentation is:

NYS Education Department
Bureau of Fiscal Management
Attn: Adam Kutryb RFP# 19-027
Contract Administration Unit
89 Washington Avenue, Room 501W EB
Albany, NY 12234

(Facsimile copies of the proposals are NOT acceptable)

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 how the tasks are to be performed and identify potential problems in the conduct of the deliverables and methods to identify and solve such problems.

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Bidders should specify all details and dates required to evaluate the technical proposal and should limit aspects of the project plan 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 5) Submission Documents.

Technical Proposal (70 points)

The original plus **four (4)** copies of the completed Technical Proposal must be mailed in a separate envelope labeled **RFP #19-027-Technical Proposal-Do Not Open** and must include the following:

- Organizational Capacity and Experience
- Monitoring Implementation and Ensuring Quality

I. Organizational Capacity and Experience (35 points)

The proposal must show evidence of adequate human, organizational, technical and professional resources and associated abilities to meet the needs of this RFP. The proposal must provide detailed information explaining the vendor’s experience and expertise in areas specific to the type of review to be conducted and support to be provided, and its capacity to successfully undertake the scope of work this project entails. Vendors should demonstrate familiarity with the NYS Accountability System and the DTSDE, prior experience conducting school and/or district reviews, experience providing leadership coaching and support, experience working with district-level staff in New York State, and familiarity with Professional Development facilitation. Applicants should highlight any experience with district and school review in New York State.

A response that meets the standard for this section will:

- Provide detailed information explaining the vendor’s specialized knowledge in the six (6) fundamental tenets of the DTSDE.
- Describe the vendor’s capacity to successfully undertake the scope of work this project entails and ensure that high-quality work is completed.
- Describe the vendor’s experience working with district-level staff in New York State, referencing the size of districts worked with, the types of communities served (i.e. rural, suburban, urban), and the demographics of the districts in relation to the Every Student Succeeds Act subgroup categories.
- Highlight the vendor’s ability to execute a critical and honest assessment of structural/systems gaps and needs within schools and districts, based on the reviews conducted by the vendor reviewers.
- Provide details about the proposed staffing plan, including an organizational diagram and whether staff are full- or part-time. The staffing plan should also indicate the current quantity of available staff.
- Provide the resumes for the Project Director and the Logistics liaison, the Calibration liaison, and the second Calibration reader. Please also provide a detailed description of their specific qualifications, as they pertain to the services outlined in this RFP, and as they are related to one or more of the six (6)

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tenets in the DTSDE Rubric. The key staff members (the Project Director and the Calibration Liaison) with primary responsibility for ensuring completion of the deliverables listed in this RFP should have demonstrated experience with district and school reviews of the scope and type described in this RFP. The Calibration Assurance Liaison and the second Calibration Assurance reader should have excellent writing and editing skills.

- Provide the resumes of any vendor reviewers that serve the vendor currently, and that the vendor plans to use to execute the deliverables outlined in this RFP. Provide a detailed description of their qualifications, as they pertain to those that are outlined in Staffing Requirements and Responsibilities section of this RFP and as they are related to one or more of the six (6) tenets in the DTSDE Framework.
- Outline the experiences vendor reviewers have had in working on and managing teams of reviewers.
- Describe the vendor's experience developing reviewers, to include how the vendor has provided professional support for reviewers on previous projects.
- Identify professional development facilitators and include their resumes for review. Describe the experience of the vendor organization in providing high quality professional development to senior education officials.
- Provide letters of reference from at least three current professional references to substantiate qualifications. "Current" shall mean references for which the vendor has performed work within the last three years. The letters should speak to any or all of the vendor's/subcontractor's experience that is described in this "Organizational Capacity and Experience" section of the technical proposal. At least one reference submitted should represent an organization that has been the recipient of district or school reviews that were conducted and delivered by the bidder or a subcontractor. If the bidder intends to use a subcontractor(s) to carry out any of the reviews, the vendor should provide an additional letter of reference(s) for each subcontractor that speaks to the qualifications of the applicable subcontracting entity/entities. Do not use NYSED staff as references.

II. Monitoring Implementation and Ensuring Quality (35 points)

Please provide a detailed description of the vendor's approach to monitoring the implementation of the review process and ensuring the quality of the reviews and reports completed by the vendor reviewers.

A quality proposal will include a coherent framework for ensuring that vendor reviewers implement with fidelity the DTSDE process as presented in the professional development sessions provided by NYSED and in the DTSDE Handbook.

A response that meets the standard for this section will:

- Describe the proposed approach to monitoring the school review process and school support process. This should include:
 - A description of the types of materials used to monitor reviewers.
 - A plan for the implicit and explicit supervision and feedback pertaining to the reviews conducted by vendor reviewers.
 - A plan for the implicit and explicit supervision and feedback pertaining to the leadership support provided by vendor consultants.
 - A description of diagnostic, formative, and summative assessment of vendor reviewers' ability to create cogent, calibrated reports that align to the DTSDE protocol.

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- Describe how the vendor will ensure quality control and fidelity to the DTSDE process through supervision of all identified vendor reviewers.
- Describe the vendor's experience developing the capacity of their school reviewers and leadership coaches and supporting struggling reviewers and coaches.
- The vendor must describe how it will ensure that the resulting reports are calibrated by the vendor's Calibration Liaison, in collaboration with NYSED's Calibration Assurance Team and according to the timeline and report quality standards set forth in this RFP.

Cost Proposal (30 points)

The original plus one copy of the completed Cost Proposal must be mailed in a separate envelope labeled **RFP #19-027-Cost Proposal-Do Not Open** and must include the following:

- 1.) Bid Form Cost Proposal
- 2.) Cost Proposal Summary – **Signature Required**
- 3.) Subcontracting Form
- 4.) 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 #19-027-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

3.) 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 has 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. 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. The committee 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.

Technical Criteria (70 Points)

Technical Proposal	Points
Organizational Capacity and Experience	35
Monitoring Implementation and Ensuring Quality	35
TOTAL	70

Financial Criteria (30 Points)

Cost Proposal	
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

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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

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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

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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 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.

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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 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 – **Stephen Earley**
Contract Administration Unit – **Adam Kutryb**
M/WBE – **Joan Ramsey**

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 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 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.

(i) 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

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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 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:

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- **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 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.

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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.

4.) **Assurances**

The State of New York Agreement, Appendix A – Standard Clause for all New York State Contracts, Appendix A-1, Appendix R, Appendix S, and Appendix S-1 **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 **5.) Submission Documents**, 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 5.) 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
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

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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 MaryEllen Elia, 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.

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

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exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

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

III. Terminations

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

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

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI. Safeguards for Services and Confidentiality

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

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

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

Appendix A
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (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 \$10,000, 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 Section 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 because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. 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 (2NYCRR 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 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 section. 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 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. 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).

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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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.

(January 2014)

APPENDIX A-1

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; (iv) (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 Name³;
- (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

³ 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).

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, 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.

o 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 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.

ATTACHMENT

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 of 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 request 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. ***NYSED program office checks applicable box(es).***

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 not receive any sensitive data electronically, nor will the vendor store any physical records of data with individual results. During the course of visiting schools, reviewers (which may include in addition to the vendor, an SED rep, a rep from the district, and possibly a vendor supplied by the district, and Special Ed and ELL reps from the BOCES) may be exposed to student or teacher data, with data being defined as "information," by performing tasks such as looking at teachers' comments on student work. All of the analysis that the vendor would do would be at the macro-level. Reviewers are interested in identifying trends and triangulating evidence gathered from focus group interviews and observations. At no point in the review process would reviewers be interested in individual data – they are looking for trends so that they can understand what is typical and provide feedback to the school. All participants sign a Confidentiality Agreement when visiting a school. No documented data would leave the school. For questions 3 and 6, vendors should consider data to be defined as documented data and electronic data. For additional guidance, please refer to the next section of the RFP.

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, 2024***

NYSED program office checks applicable box.

- 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. ***NYSED program office checks applicable box(es).***

- 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.

Guidance for Completing Appendix S-1

All prospective vendors must complete questions 3 and 6 in Appendix S-1.

Please note, the vendor will not receive any sensitive data electronically, nor will the vendor store any physical copies of data with individual names or results. During the course of visiting schools, the vendor may be exposed to student or teacher data, with data being defined as “information,” by performing tasks such as looking at teachers’ comments on student work. The vendor shall complete questions 3 and 6 by considering data not as “information,” but rather as documents or other physical or electronic records that contain Personally Identifiable Information. Under NYSED protocol, this information should not leave the school.

Question 3: The subcontractor would not be provided data from the vendor, so the vendor should indicate this when responding to Question 3.

Question 6: Data as defined as physical records that contain Personally Identifiable Information would not leave the school, and therefore for the vendor should provide a response that indicates that no records would be in the possession of the vendor beyond the school, and any records reviewed would be returned prior to leaving the school, so there would be no need to destroy these items. In addition, records would not be shared electronically to the vendor. In the unlikely event that an artifact that contains PII is mistakenly shared electronically by the school to the vendor, the vendor can indicate in the response to question 6 how that record would be disposed immediately.

**NEW YORK STATE EDUCATION DEPARTMENT (NYSED)
DIAGNOSTIC TOOL FOR SCHOOL AND DISTRICT EFFECTIVENESS (DTSDE)**

AGREEMENT TO PROTECT THE PRIVACY OF STUDENTS, FAMILIES, TEACHERS, STAFF AND OTHER DTSDE PARTICIPANTS

The DTSDE review process is designed to provide technical assistance and support to schools through an examination of school practices and conversations with school stakeholders. It is understood and agreed that during the course of the DTSDE school visit process, team members may encounter sensitive and/or confidential information regarding, for example, students, families and teachers. To ensure the protection of such information and to preserve confidentiality, team members agree to the following:

1. Team members agree not to reveal to anyone beyond the team the identities or identifying information of any student, teacher, or family member who is the source or subject of information received during team member interviews or classroom visitations. Team members will instead offer the category of constituency from which the feedback came (e.g., student or teacher).
2. Team members shall not reveal the individual observations made by specific team members to anyone beyond the team.
3. The school review process is intended to provide feedback to help the school improve, and the process relies on individuals speaking openly and honestly. All team members agree that information learned through the visit process will not be used to discipline or invoke negative consequences toward any school administrators, staff, students, or families.
4. Team members agree that sensitive and/or confidential information, including the names of teachers, parents, or students, or any other personally identifiable information (as defined by the federal Family Educational Rights and Privacy Act ["FERPA"] [20 USC §1232g; 34 CFR Part 99] and Education Law §2-d) ("PII") will not be used in the team report.
5. Team members may encounter sensitive and/or confidential information, including PII, concerning teachers, parents, and students while on-site, such as student reading levels and family living circumstances. Team members agree that this information will not be shared with individuals outside of the school and/or district unless required by law, and that such sensitive and/or confidential information, including PII, will only be shared with individuals within the school and/or district who have legitimate educational interests.

I have read and understand this Agreement and voluntarily agree to preserve the confidentiality of the information I learn during the visit.

DTSDE TEAM MEMBER:

Name (Print or Type): _____

Reviewer Type:

- Outside Educational Expert (OEE)
- NYSED Representative
- District Representative
- District Consultant

- RBERN
- Special Education Specialist
- Other Education Professional

Title: _____

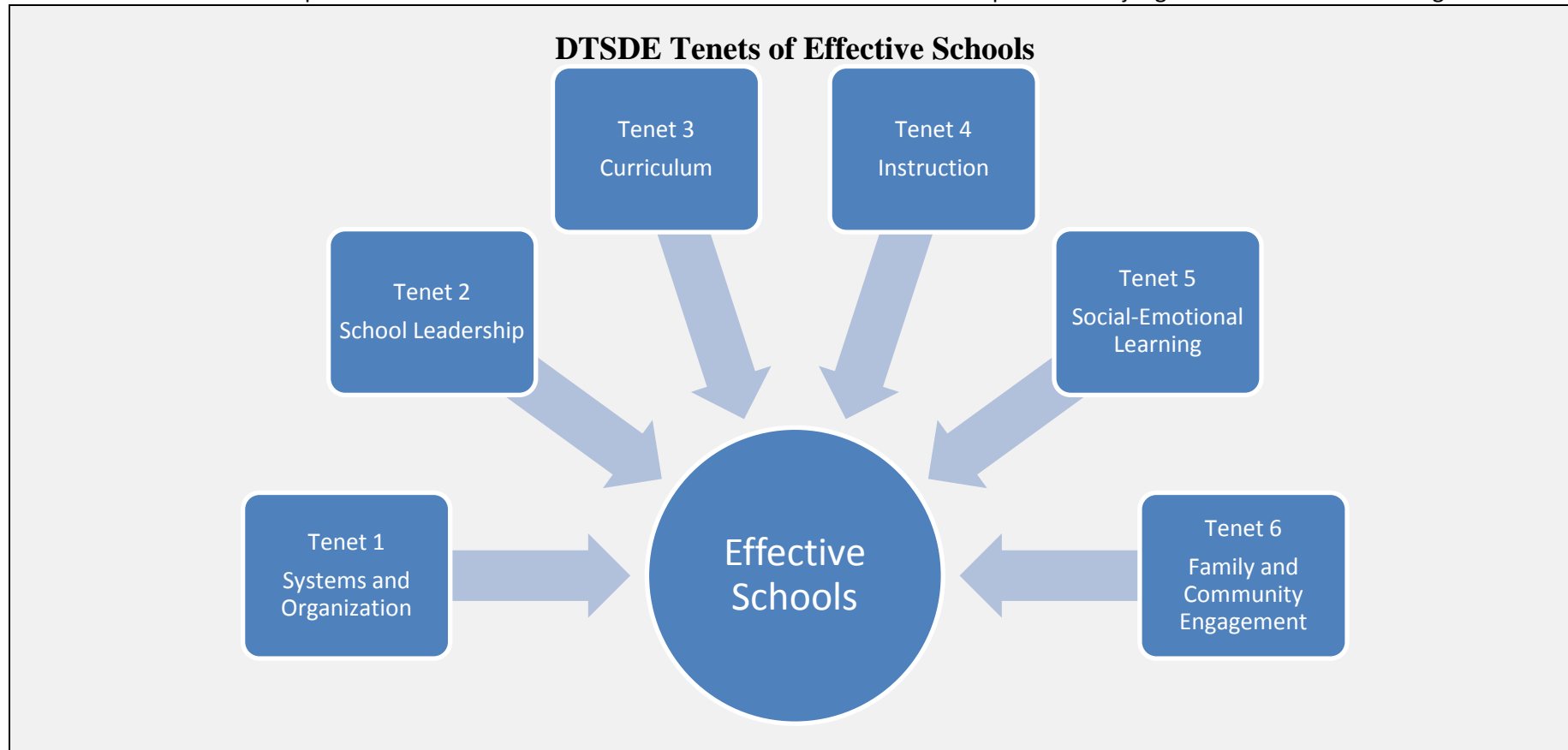
Signature: _____ Date: _____

NYSED Representative Signature: _____ Date: _____

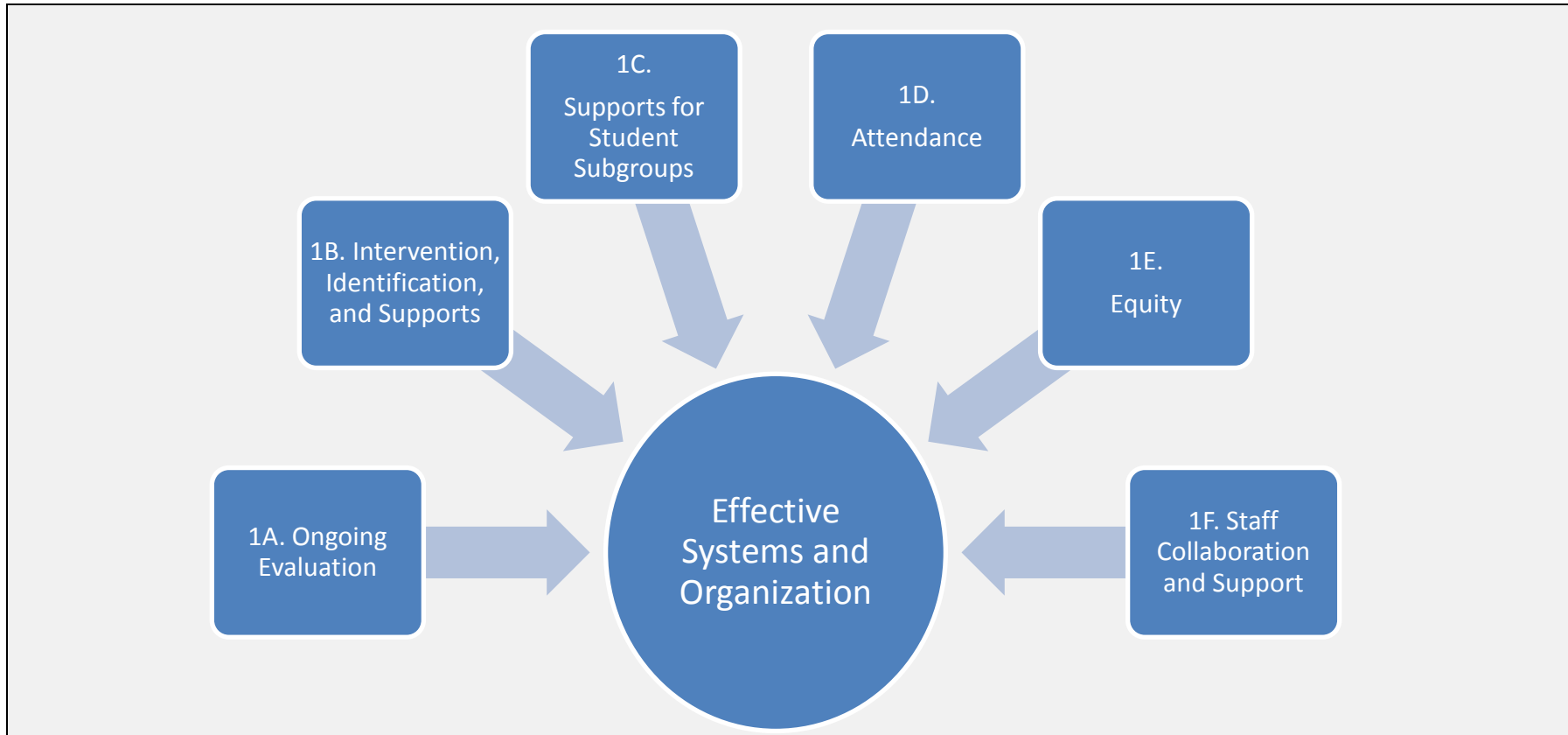
Attachment 1: Diagnostic Tool for School and District Effectiveness Framework

Role of the framework: This framework outlines effective practices organized along the Diagnostic Tool for School and District Effectiveness (DTSDE) Tenets of Systems and Organization, Leadership, Curriculum, Instruction, Social-Emotional Learning, and Parent and Community Engagement. The framework is being offered as a reference tool to assist schools in examining the practices and engaging in reflective dialogue to improve practice.

The framework and its descriptors should not be used as a checklist. Educators should use their professional judgment to determine the degree to which the indicators exist within a school.



Tenet 1 – Systems and Organizations: Effective schools establish schoolwide systems and structures that promote continuous improvement and success for all students.



<p>1A Ongoing Evaluation and Continuous Improvement</p>	<p>Monitoring and Adjusting Practices</p> <ul style="list-style-type: none"> • The school identifies intended long-term goals and short-term benchmarks for new initiatives it undertakes. • When identifying annual goals, the school identifies incremental steps and activities that build from one another to understand its progress toward its larger goals. • When new initiatives begin, school leaders monitor the first stages of implementation very closely to ensure fidelity and alignment to the vision for the initiative. • When school goals or benchmarks have not been met, school leaders make revisions and adjustments to the school’s approach based on an analysis of implementation evidence and student achievement data to determine why the goals and benchmarks were not reached. <p>Analyzing</p> <ul style="list-style-type: none"> • The school has established systems to collect and analyze data about current and past practices to inform school improvement decisions. • School leaders use data to accurately identify the school strengths and areas for improvement to inform the creation of focused, measurable, schoolwide goals. • School leaders collect and analyze data to determine the impact of professional development on the improvement of teacher planning and instructional practices to engage and support all students. • School leaders analyze teacher observation and student learning data to identify trends and determine areas of teacher strength and growth opportunities. School leaders use their analysis to inform, assess, and adjust professional learning goals and plans.
<p>1B Intervention and Identification</p>	<p>Academic Supports</p> <ul style="list-style-type: none"> • The school has a system to routinely use data to identify individual and groups of students in need of academic supports, intervention, and/or enrichment. • The school has a system to regularly analyze intervention data to identify students no longer needing additional academic supports. • The school has a system to routinely analyze multiple data sources to develop and implement differentiated academic interventions and enrichment opportunities within and outside of the normal classroom structure. • The school has a system to routinely set goals and targets for individual students and/or sub-groups. • The school has a system to routinely monitor, evaluate, and adjust intervention and enrichment opportunities as needed. • The school has a system to monitor student credit accumulation to identify students at risk of not graduating and plan interventions accordingly. • In secondary schools, school personnel, students, and families have a clear understanding of the current pathways to graduation and what courses and assessments individual students need in order to graduate.

	<p>Social-Emotional Supports</p> <ul style="list-style-type: none"> • The school has a system to routinely analyze multiple data sources to develop and implement differentiated supports, resources and interventions to address student social-emotional learning needs. • The school has a system to regularly analyze intervention data to identify students no longer needing additional social-emotional learning supports. • The school has clear policies and procedures for referring students in need of social-emotional learning intervention and supports. Data, parental/student concerns and staff referrals are used to identify students in need of interventions and supports. • School leaders ensure that all school staff have been provided with training and targeted supports so that they are able to identify and support the social-emotional learning needs of students. • The school has a system to regularly analyze and monitor data to determine the impact of SEDH interventions and initiatives and adjust as needed.
<p>1C Supports for Student Subgroups</p>	<p>Students with Disabilities</p> <ul style="list-style-type: none"> • The school has a system for coordinating services for students with special needs to ensure there is a continuum of services offered to allow students that are differently abled to be educated in the least restrictive environment. • The student and parents actively participate in IEP development. Annual goals are identified to enable students to progress in the general education curriculum and meet other disability-related needs. • The roles and responsibilities of service providers are clearly defined and implemented. • The school schedules common planning time for special education and general education teachers. • Special education and general education teachers of students with disabilities engage in intentional collaborative lesson planning to meet the needs of each individual student with a disability. • All school staff who are responsible for implementing a student’s IEP are aware of the student’s annual goals and provide the accommodations and modifications recommended in the IEP. • Students with disabilities are provided explicit and specially-designed instruction needed to progress in the curriculum. • School leadership and staff demonstrate and perpetuate the message that all teachers are teachers of students with disabilities. • The school has a system for progress monitoring students’ IEP goals and teachers engage in progress monitoring of student IEP goals on a consistent basis based on the schedule documented in students’ IEPs. • Students with disabilities are general education students first and have access to the full range of supports available to all students. • Supports are provided in the school to empower teaching assistants/aides to effectively support instruction. • The school has established systems for students to engage in self-advocacy and be involved in determining their own education goals and program. • The school has established systems to engage parents and other family members as meaningful partners in the special education process and the education of the student.

- The school ensures that teachers design, provide, and assess the effectiveness of specially-designed instruction to provide students with disabilities access to participate and progress in the general education curriculum.
- The school ensures that teachers provide research-based instructional teaching and learning strategies and supports for students with disabilities.
- The school provides multi-tiered systems of behavioral and academic support
- The school provides high-quality inclusive programs and activities.
- The school provides appropriate instruction for students with disabilities in career development and opportunities to participate in work-based learning.

English Language Learners/Multilingual Learners (ELLs/MLLs)

- School leaders and teachers ensure that both content standards and language development standards are planned for, taught, and assessed for each ELL/MLL in a school.
- The school has an expectation that instruction in language development is the responsibility of all teachers throughout the school and instruction to ELLs/MLLs includes explicit and implicit evidence-based academic vocabulary instruction.
- Bilingual, ELL/MLL, and content-area teachers intentionally collaborate to design instruction, analyze student work and data, and develop rigorous lessons in all subjects.
- School leaders and teachers build on ELLs/MLLs assets and incorporate the culture, language, background and experiences that ELLs/MLLs bring to school to build and enrich their academic language. Teachers integrate language and content to make learning relevant and purposeful.
- All teachers use instructional supports to help scaffold language and content learning of ELLs/MLLs.
- The school provides opportunities to use and develop academic language and content knowledge both in English and Languages Other Than English, including the student’s home language.
- The school carries out a range of assessment practices in English, and, in students’ second language, that elicit knowledge about student growth, learning, and competencies that are used to inform teaching and learning decisions.

Homeless and Highly-Mobile Students

- The school makes sure that students experiencing homeless do not face barriers to accessing academic and extracurricular activities.
- School leaders and teachers ensure students are not subject to rigid school discipline for experiencing homelessness or for behaviors prompted by past traumatic experiences.
- School leaders and teachers connect students with flexible ways to obtain academic credit such as through partial credit and credit recovery programs.
- Teachers create a portfolio to document the student’s work, personal characteristics, and learning preferences so that if the student transfers, the next teacher can resume instruction where the former teacher left off.
- School staff are careful not to stigmatize students because of their living conditions. The school is mindful not to give assignments that would be difficult or impossible for mobile students to complete.

	<ul style="list-style-type: none"> • School leaders and teachers assign a peer or adult mentor to facilitate an easier adjustment for students new to the school. <p>Delinquent, Neglected, Abused or Victimized Students</p> <ul style="list-style-type: none"> • School leaders and teachers regularly check-in with students, either in a small group or individually to gauge their well-being and engagement. • Teachers structure learning projects to maximize cooperation and problem solving while minimizing competition. • School leaders and teachers offer a curriculum consisting of skills that can be easily applied to real-life situations. • School leaders and teachers encourage school connectedness by empowering students to communicate openly with school staff and parents.
<p>1D Attendance</p>	<p>Proactive Emphasis</p> <ul style="list-style-type: none"> • The school recognizes the connection between attendance and the school environment, and makes purposeful efforts to provide a warm, welcoming atmosphere that engages students and families in their preferred language and mode of communication and offers enriching learning opportunities. • The school emphasizes the importance of going to school every day by providing regular recognition to students and families who have good and improved attendance. These efforts are not focused entirely on perfect attendance, since the children who struggle the most with attendance will be left out of such awards. • Attendance is emphasized from the start of the school year, rather than waiting until it becomes a problem with specific students. <p>Identifying and Responding to Areas of Need</p> <ul style="list-style-type: none"> • The school has a system to look for patterns regarding attendance data to identify trends and areas of need, including looking at trends among teachers. When trends are identified, the school considers approaches to address the challenges, and closely monitors the effectiveness of these strategies. • The school has a system of using data to trigger early, caring outreach to families and students once students begin showing difficulty maintaining consistent attendance. The outreach is personal, and whenever possible, done by an adult with a strong relationship with the student or family. The outreach allows the school to learn of specific challenges the child may be facing so that supports can be identified to address those challenges. • The school has an attendance team that meets regularly to analyze attendance data and coordinate efforts to address students who are chronically absent. If large numbers of students are chronically absent, the school considers programmatic and whole school solutions that would address challenges faced by many students. The interventions identified are monitored to determine if they are effective in improving attendance, and when interventions do not achieve the desired result, the interventions are modified.

**1E
Equity**

Equitable Access and Opportunities

- Staff throughout the school send clear messages that they believe all students can achieve to high standards.
- The school’s approach to discipline focuses on conflict prevention and resolution and attempts to minimize removing or isolating students.
- Activities are planned to ensure students are not excluded due to an inability to pay/financial hardship.
- Opportunities for academic coursework, enrichment, tutoring, and extracurricular activities are clearly communicated to all students and families, in their preferred language, through a variety of methods. School policies ensure that all students have equal access and supports to engage in the most advanced coursework available and include a plan to assist low-income students with associated fees and resource needs.
- Scheduling practices ensure that all students have equal access to all courses of study. Students are not placed in educational tracks based on academic performance or asked to choose career pathways that limit course selection. Course enrollment and success data is analyzed to inform continuous improvement.
- The school’s calendar of events and teachers’ due dates for assignments and exams take into consideration the religious and cultural traditions of students.
- The school’s grading and homework policies allow students equal opportunity for success regardless of the assistance they can receive at home. Any assigned homework can be done by students independently and with resources to which they have easy access.
- The school has a grading policy that is implemented consistently across classrooms and ensures that academic performance is separated from subjective measures like “effort,” “growth” and “participation.” The school has reviewed how staff approach late submissions of assignments, homework, extra credit, and other aspects of the school’s grading policy to ensure that all students have equitable opportunities for success.
- The school has clear protocols for assigning students to teachers that ensure equitable access to high-quality instructors and does not allow parents to select their child’s teacher.
- The school also assigns ELLs/MLLs to teachers who share their home language as they consider the academic language development and support needs of ELLs/MLLs.

Monitoring to Ensure Equity

- School leaders track and analyze behavioral data by all student sub-groups to ensure equitable application of positive and negative consequences.
- School leaders monitor the enrollment of advanced and other non-core classes to ensure all students have equal access to these courses.
- School leaders monitor referrals and classifications for special education services to ensure specific subgroups are not inappropriately and/or disproportionately identified.

	<ul style="list-style-type: none"> • School leaders regularly analyze schoolwide, grade-level, and classroom student sub-group data in comparison to schoolwide student data to identify segregation, discrepancies and adjust programming/practices as needed. • When assigning students to classes, the school reviews assignments made in previous years to ensure that students have equitable access to high-quality, experienced, teachers over the years they attend that school. <p>Culturally Responsive and Sustaining Practices</p> <ul style="list-style-type: none"> • Staff acknowledge the contributions of all students. The curriculum incorporates students’ experiences and connects to the real world. Curricular materials and displays reflect students’ backgrounds. Texts and other teaching materials offer multiple perspectives and are appropriate for culturally and linguistically diverse learners. • Textbooks, text, classroom libraries, and school libraries are available in the languages of students in the school. • The school is responsive to linguistic diversity of its students and families, making sure that those who speak, read, or write English less than proficiently are not excluded from participating and engaging with any school activity, including extracurricular activities. • Staff have received training on incorporating diverse perspectives, understanding various cultures, and recognizing implicit biases. • Staff use consistent body language and affirmative statements with all students. • Students routinely work together in diverse groups. • School leaders provide staff with relevant resources to build cultural proficiency and promote a school culture that affirms individual differences. • The school actively recruits teachers, staff, and mentors from the language and cultural backgrounds of the students.
<p>1F Staff Collaborati on and Support</p>	<p>Collaborative Opportunities</p> <ul style="list-style-type: none"> • The school has a structure for teacher team meetings that allows teachers to meet across grade levels, content areas, and sub-groups to review student work, assess the effectiveness of instructional activities, and identify specific ways in which lessons might be improved. • Teachers regularly seek out and apply ideas for improving practice from supervisors, coaches, colleagues, and professional development activities. • Teachers welcome colleagues and supervisors into the classroom to gain insight from their feedback. • Teachers participate in activities such as inter-visitations or mentoring to share expertise and demonstrate effective practices. • Peer collaboration is routinely used to seek feedback about and share instructional or assessment practices that support student learning and strengthen their instructional skills. • Special education and general education teachers of students with disabilities engage in intentional collaborative lesson planning to meet the needs of each individual student with a disability

Support for Staff

- School leaders have established an induction program for new teachers that encourages collaboration and includes specific criteria for identifying high quality mentors, on-going professional development, time for collaboration, and regular actionable feedback to continually support the growth of teacher practice and pedagogy.
- School leaders provide teachers with clear protocols on the preparation of information and materials to allow substitute teachers to provide instruction and manage their classroom.
- The school has a system to provide substitute teachers with information regarding the school building, daily routines and schedules, school policies, and procedures. School leaders provide substitute teachers with clear expectations for instruction and classroom management.

Tenet 2 – School Leadership: Visionary leaders create a school community and culture that leads to success, well-being, and high academic outcomes for all students.



<p>2A Awareness and Problem-Solving</p>	<p>Self-Awareness</p> <ul style="list-style-type: none"> • The principal understands and manages his or her strengths and weaknesses to optimize his or her impact. • The principal recognizes when others have greater expertise and knowledge and identifies and empowers those individuals. The principal shows a commitment to results over status or power. • The principal reflects on his or her interactions and communications with others and takes responsibility for communication choices that have not been effective in delivering his or her message. <p>Environmental Awareness</p> <ul style="list-style-type: none"> • The principal is aware of the general mood and sense of morale among the staff, informal groups and relationships that may influence staff behavior, and potential issues that have not yet surfaced. The principal uses this insight when making decisions. The principal anticipates the potential unintended consequences that may result from decisions and considers ways to handle these potential problems. The principal adapts his or her leadership style to the needs of the situation. • The principal understands the unique challenges and circumstances facing the school and has worked with others to strategically address these challenges. • The principal understands the strengths and weaknesses among staff and uses this understanding to ensure that initiatives and school improvement strategies are tailored to the capacity of the staff. <p>Problem-Solving</p> <ul style="list-style-type: none"> • The principal and his or her leadership team approach problems strategically by gathering information from multiple sources, considering the pros and cons of different solutions, anticipating potential challenges, and closely monitoring the selected strategy to ensure that success is achieved. When success does not occur, alternate approaches are implemented and monitored until a sustainable solution can be achieved. • The principal embraces feedback and continuously seeks feedback from others, including those with differing perspectives. The principal encourages people to express their opinions, even when they may be contrary.
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2B
Ensures a
Culture and
Climate of
Success

High Expectations

- The school leaders are dedicated to high-quality teaching for all students and prioritize their time to ensure that they visit classrooms daily.
- The school leaders frequently and passionately communicate an unwavering belief in the potential of all students. School leaders work with students, staff and community members so that they understand these expectations, believe in the potential of students and adults, and see themselves as partners in the efforts to make these expectations reality.
- The principal accepts responsibility for ensuring that all students receive high-quality instruction and holds himself or herself accountable for the success of the school.
- The school leaders support the shared ownership and responsibility of school goals. Staff assume collective responsibility for achieving these goals, rather than focusing exclusively on the students they teach. The school leaders recognize the importance of establishing a sense of collective responsibility and promote opportunities for collaboration among staff and among students to support shared ownership of work the school is doing. Students hold one another accountable for student conduct.
- The school leaders use a deliberate school continuous improvement planning process to identify specific goals. These goals are shared, understood, and embraced by staff, parents, and students. The school leaders keep staff, parents, and students apprised on the status of these goals and use interim benchmarks to learn if strategies need to be adjusted to improve the likelihood of the goals being met.
- The principal has clear goals for the staff that he or she supervises directly. The principal gives high-quality feedback to allow those that he or she supervises to improve their professional practice.
- The school leaders demonstrate that they are willing to do what it takes to help students to be successful and challenge students and adults who are quick to resort to excuses or display low expectations about student potential.

Safe Learning Environment

- The school leaders develop clear expectations for student and adult behaviors based on the school values and beliefs to ensure students and adults feel safe in the building.
- The school leaders ensure that staff are following a clear and consistent positive and assets-oriented behavior system.
- The school leaders regularly collect data through surveys and frequent meetings with adults and students to ensure that they experience and report similar expectations across all classrooms and that adults and students feel safe and welcome at school.

Trust and Respect

- The school leaders support the development of collaborative and trusting relationships among adults based on mutual respect, a willingness to listen and personal concern.

	<ul style="list-style-type: none"> • The school leaders support collaborative opportunities for staff and identify ways for staff to learn from one another. The school leaders make purposeful efforts to acknowledge staff’s assets and to develop the confidence of staff members. • The school leaders are accessible and visible throughout the school day. The principal is viewed as being kind toward others, cheerful, patient, respectful, friendly, and approachable. Problems are analyzed before making judgments, and the principal shows a willingness to be flexible when appropriate. • The school leaders are seen as being knowledgeable about what needs to be done to improve achievement. Staff value the feedback school leaders provide and the opportunities for professional growth that the school leaders support staff in pursuing. • The school staff, families, and students know who school leaders are and their primary functions.
<p>2C Promotes a Shared Vision for Learning and Achievement</p>	<p>Establishes a Shared Vision</p> <ul style="list-style-type: none"> • School leaders work with staff, students, families, and community members to develop a vision for the school that includes high expectations and student achievement, college and career readiness, and effective adult practice. School leaders clearly communicate the school’s vision and core values to adults and students in the school community in their preferred language and mode of communication. • School leaders engage adults and students in the school and community to build ownership of the vision. School leaders use a variety of strategies to build consensus within the school community around critical school decisions aligned to school vision and goals. • School leaders frequently seek feedback from members of the school community to determine support for the school vision. • School leaders conduct an accurate assessment of community partners and resources to ensure that they support the school’s mission, vision, and goals. <p>Connects Vision to Practices</p> <ul style="list-style-type: none"> • School leaders develop a shared vision for cultural responsiveness and respect, provide staff with relevant resources to build cultural competencies and promote a school environment that supports individual differences. • School leaders align all school practices with school vision, core values, and goal attainment and work with their leadership team to implement strategies to achieve the vision. School leaders continuously monitor progress toward attainment of goals aligned to the vision, adjusting strategies as needed.

	<ul style="list-style-type: none"> • School leaders clearly identify the roles and responsibilities of students, staff, family, and community partners in supporting the school’s vision. School leaders hold adults and students accountable for demonstrating values and behaviors that align with the school’s vision.
2D Provides High-Quality Instructional Leadership	<p>Expectations</p> <ul style="list-style-type: none"> • School leaders communicate clear expectations for the content and quality of lesson planning and delivery. • School leaders ensure that instructional practices engage all students and are personalized to accommodate diverse learning needs, interests and levels of readiness. • School leaders communicate expectations for implementing knowledge and skills learned through professional development. • School leaders expect that teachers remain current in research-based best practices and incorporate them into their own work. <p>Monitoring and Analysis</p> <ul style="list-style-type: none"> • School leaders supervise instruction by reviewing plans and making frequent and regular visits to classrooms. Monitoring by school leaders ensures that teachers are meeting school-wide instructional expectations and lesson goals and objectives are aligned with performance standards, including the expectation that there is rich academic discourse (in every classroom every day). • School leaders monitor and assess the extent to which teachers apply the knowledge and skills learned through professional development. • School leaders regularly review and analyze schoolwide, teacher, and student data to identify instructional trends and areas of need. When concerns are identified, school leaders develop action plans that lead to improved teacher practice and student performance. • School leaders analyze alignment between teacher practice and student learning data to inform teacher evaluations and subsequent supports. • School leaders use observations and reviews of planning materials to ensure that teachers know and use teaching strategies and practices that are proven successful with diverse learners. <p>Feedback and Support</p> <ul style="list-style-type: none"> • School leaders use evidence collected from observations and student learning data to provide frequent individualized, actionable feedback that teachers can use to improve practices. School leaders ensure that feedback is incorporated into teacher practice.

- School leaders provide teachers with clear, ongoing evaluations of their pedagogical strengths and areas of improvement based on multiple indicators linked to student engagement and outcomes.
- School leaders use shared leadership practices to provide targeted instructional supports and training to teachers based on ongoing monitoring of teacher practice and data.
- School leaders provide professional learning opportunities and coaching differentiated to meet teachers' learning preferences and growth needs.
- School leaders support struggling teachers through targeted improvement plans.
- School leaders support educators and educator teams to develop and attain meaningful, actionable, and measurable professional practice and student learning goals. School leaders provide teachers with job-embedded professional development that is directly related to their instructional growth goals and the needs of the students and subgroups that they are teaching.
- School leaders provide teachers with opportunities to observe and discuss effective teaching practices.
- School leaders regularly recognize and celebrate educator performance and growth based on clearly communicated criteria.

Professional Accountability

- The principal ensures that all school leaders evaluate teachers and other staff in a fair and equitable manner using clear and consistent criteria. The principal coaches other administrative staff on observation and feedback strategies to ensure consistent implementation across the school.
- School leaders monitor teacher-leaders in a variety of settings and provide specific feedback to support their continued development.
- School leaders assess, analyze, and anticipate emerging trends and initiatives in order to adapt leadership strategies for the school's needs.

**2E.
Effectively
Manages
Resources**

Staffing

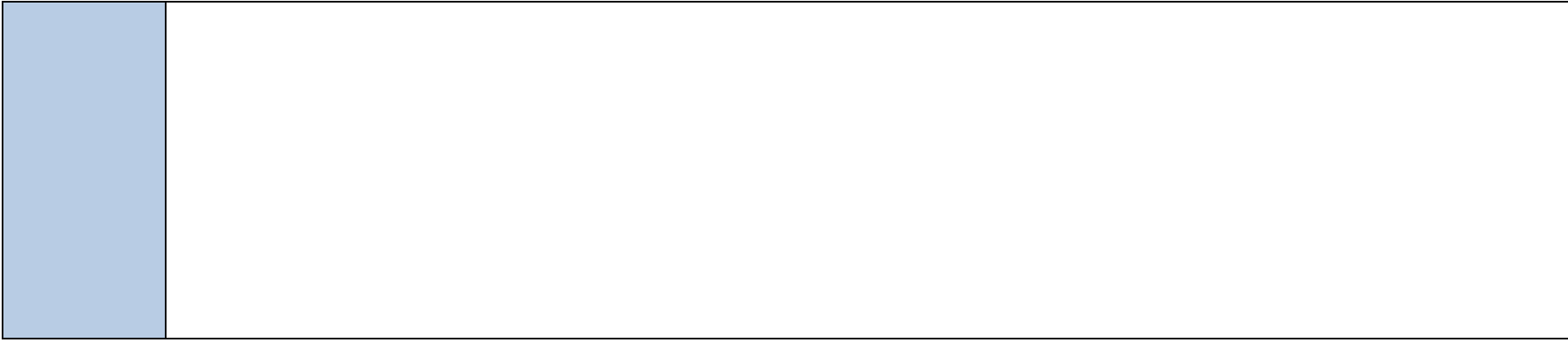
- School leaders use data to establish priorities for recruiting, selecting, inducting, supporting, evaluating, and developing staff. School leaders recruit within and beyond the district for high-quality staff with the appropriate certification using clear selection and hiring processes.
- School leaders identify and fill vacancies in a timely manner to ensure that all students are provided with equal access to education and to guarantee that the school has a diverse expertise and skill set.
- School leaders track the success of recruitment and hiring strategies, learn from past experience, and revisit the process annually to continually improve the process.
- School leaders strategically place teachers in grade levels and content areas based on student learning needs, school goals, and teacher skills, strengths, and qualifications. School leaders use student and teacher performance data to review and revise assignments.
- School leaders capitalize on the strengths of existing staff by teaming them with new employees.
- School leaders retain existing teachers by consistently providing them with growth or leadership opportunities aligned to the teachers' interests.
- School leaders involve teacher leaders and the leadership team in the hiring and induction process.

Time

- School leaders create a master schedule to maximize blocks of uninterrupted instructional time and institute policies to eliminate unnecessary interruptions to instruction. School leaders systematically monitor the effect of the master schedule on teacher planning and student achievement.
- School leaders create a schedule that provides sufficient meeting time for all teams. Team meetings are structured and focused to support quality instruction and student learning. Activities are scheduled to minimize disruptions to team meetings.
- School leaders ensure that general education teachers and subgroup-specific educators have time designated for co-planning activities.
- School leaders ensure that the daily schedule includes time for integrated supports, interventions and enrichment activities.
- School leaders develop a schedule that provides designated time for staff training and development.
- School leaders manage their own schedule to ensure that instruction is monitored daily and the most critical tasks are completed in a timely manner and proactively plan for crisis management to avoid disruptions in their own schedules.

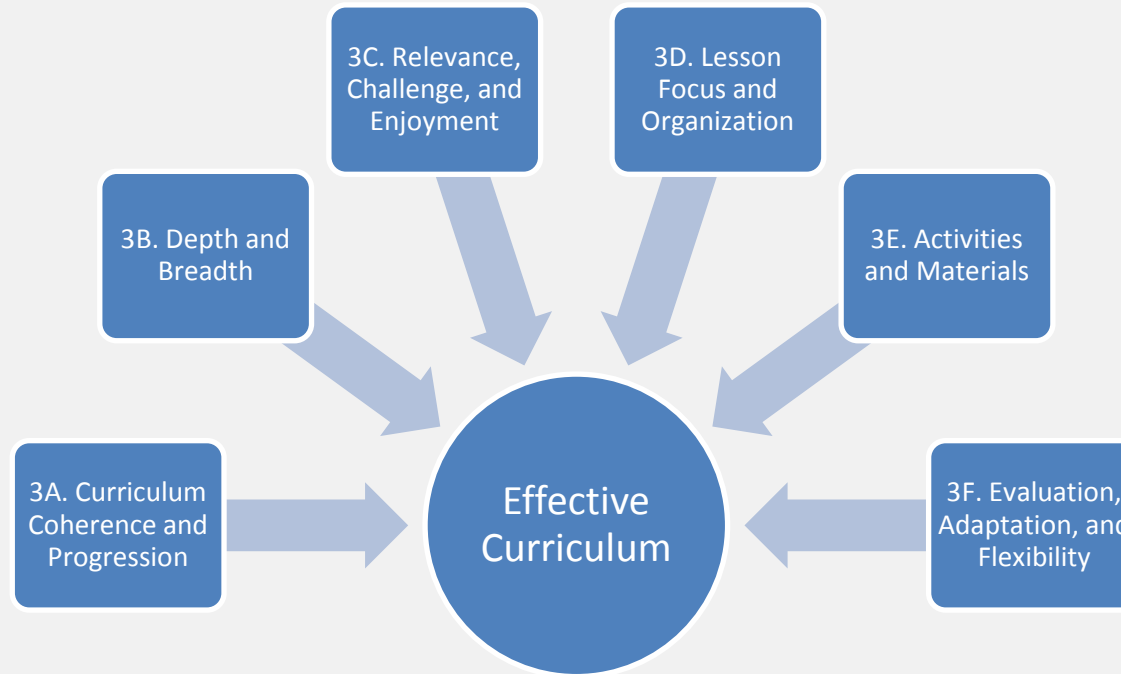
Purposeful Planning

	<ul style="list-style-type: none"> • School leaders use data to determine school needs and allocate resources such as time, money, space, technology, materials, expertise, and partnerships to maximize their benefits to students and support the implementation of school goals and instructional initiatives. • School leaders continually monitor, assess, and enhance the effectiveness of programs and equitable use of resources. • School leaders provide educators with sufficient resources (time, space, technology) needed to communicate regularly with families. • The needs of the students are the primary consideration in the configuration of programs and services for students with disabilities and ELL/MLL students. <p>Capacity Building</p> <ul style="list-style-type: none"> • School leaders recruit and develop a leadership team with a balance of skills. School leaders build a team of teacher leaders from within the school, drawing upon different strengths and strategically assigning responsibilities. • School leaders develop the leadership capacity of others in the school by providing opportunities to extend the impact of high-performing staff based on areas of demonstrated effectiveness. • School leaders engage staff in solving schoolwide challenges that hinder student success and achievement. • School leaders empower teacher leaders to proactively initiate, plan, implement and monitor projects.
<p>2F. Cultivates Partnerships</p>	<p>Connecting with Others</p> <ul style="list-style-type: none"> • School leaders recognize the value of cultural and linguistic diversity in forming school partnerships. School leaders engage a diverse group of families, community members, students, and staff to develop a learning environment and activities that are connected to students’ experiences, needs, and cultures. • School leaders encourage staff, students, families, and community partners to work together on key projects. • School leaders establish ongoing relationships with outside organizations, community members, and businesses to maximize community contributions for school effectiveness. • School leaders collaborate with families to identify school and community resources to address student as well as family needs. <p>Empowering Others through Shared Decision-Making</p> <ul style="list-style-type: none"> • School leaders develop structures to ensure that staff, students, families, and community members have opportunities to be actively involved in decision-making that supports school improvement. • School leaders solicit input from various stakeholders such as families, community members, external partners, students, and staff in determining, obtaining, allocating, and utilizing resources.



Tenet 3 - Curriculum: Effective schools provide students with rigorous, coherent, and relevant curricula that prepares students for success.

Pillars of Effective Curriculum



**3A
Curriculum
Coherence
and
Progression**

Alignment

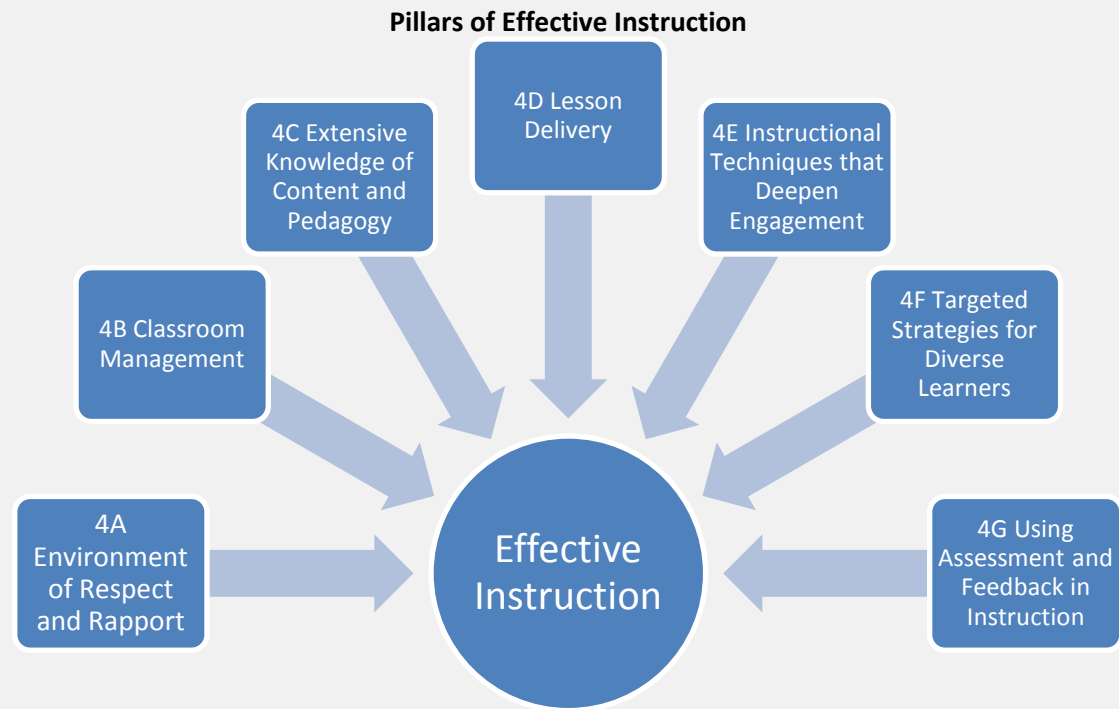
- The school has made purposeful efforts to develop a curriculum that addresses grade level expectations and is horizontally and vertically aligned across the school.
- Teachers are aware of the content and strategies taught to students in lower grades and higher grades and ensure that the content and strategies taught are aligned to what is taught in other grades.

	<p>Connection to Prior Learning</p> <ul style="list-style-type: none"> • Teachers use their understanding of their students to ensure that what is taught builds upon what students have already learned and provide sufficient opportunities for students who learn at differing rates and ways. • Lessons are connected to what students have previously learned. Lessons allow sufficient opportunities for students to make connections to their prior knowledge.
<p>3B Depth and Breadth</p>	<p>Depth</p> <ul style="list-style-type: none"> • The curriculum provides ample opportunities for students to delve deeply into content. Lessons are designed to promote higher-level thinking. • Students have considerable opportunities to consider multiple perspectives and multiple solutions. • Lessons require students to interpret information rather than reproduce it, draw conclusions, make inferences and support their opinions. <p>Range of Opportunities</p> <ul style="list-style-type: none"> • The curriculum allows students to have opportunities for a broad range of experiences to reinforce what is taught, both within the classroom and beyond the classroom. • Students experience a range of subjects and courses that provide them with high-quality opportunities to develop knowledge, understanding, and skills in all aspects of their education, including science, mathematics, the humanities, the arts, and physical education. The range of opportunities allows all students to experience success and develop confidence in at least one aspect of their education.
<p>3C Relevance, Challenge, and Enjoyment</p>	<p>Making Connections</p> <ul style="list-style-type: none"> • Students understand the purpose of their learning. They see the value of what they are learning and its relevance to their world in the present and future. • The curriculum incorporates an understanding of students’ cultural backgrounds to allow students to feel connected to what is taught. The curriculum provides opportunities for students to understand diverse cultures and beliefs and supports students in developing concern, tolerance, care and respect for themselves and others. • The curriculum takes into consideration the interests of the students to deepen students’ engagement with what is taught. Lessons provide opportunities for students to develop and demonstrate their creativity. <p>Engaging Students</p> <ul style="list-style-type: none"> • The curriculum allows students to find their learning challenging, motivating, and enjoyable. Students experience the appropriate level of challenge allowing each child to achieve his or her potential. The curriculum encourages high aspirations and accomplishments for all.

	<ul style="list-style-type: none"> • Lessons allow students to be active participants in their learning and to learn from their experiences. • Lessons allow multiple entry points and multiple modes of engagement for students with diverse needs.
3D Lesson Focus and Organization	<p>Lesson Focus</p> <ul style="list-style-type: none"> • Lessons have clear objectives that are explicitly communicated in language easily understood by students. • Lesson objectives connect to State standards and are referenced throughout the lesson. • Teachers check that students understand the objective. • Teachers provide the purpose for what is being taught, including “what, why, and when.” <p>Lesson Structure</p> <ul style="list-style-type: none"> • Expectations for what students should be able to do at the beginning, middle, and end of the lesson are clear. There is evidence that most students demonstrate mastery of the daily objective. • Lessons are developed with a clear understanding of what will happen at the beginning, middle, and end of the lesson. Lessons include adequate time for teacher modeling, student reflection, student discussion, student work time, and lesson closure. Lessons are developed taking into account that students learn at different rates and in different ways. • Teachers structure lessons and group students so that students can use peers as resources. • Lessons include verbal explanation and visual prompts to introduce new content or strategy. • Lessons include modeling of concepts and skills through strategies such as a think aloud. • Independent work is related to the lesson objective. • Lesson closure includes restating the objective and purpose, as well as connecting key themes to prior and upcoming lessons.
3E Activities and Materials	<p>Complex Activities and Materials</p> <ul style="list-style-type: none"> • Curriculum activities emphasize 21st century skills such as collaboration, digital literacy, critical thinking, and problem-solving. • Teachers incorporate resources and materials into lessons to extend students’ thinking beyond the curriculum text. • Planned tasks are challenging and incorporate instructional strategies intended to expand student thinking/inquiry and actively engage students in the lesson content. Students are engaged in productive struggle with text, tasks, and ideas. <p>Accessible Activities and Materials</p> <ul style="list-style-type: none"> • Activities are designed based on a knowledge of students’ learning and academic needs. • Materials are adapted, and learning supports are provided so individual and groups of students can access challenging materials to meet and exceed learning goals. • Teachers incorporate hands-on learning experiences and multiple modalities to help students better understand concepts.

	<ul style="list-style-type: none"> • Students with disabilities receive instructional materials in alternative formats at the same time other students receive their instructional materials. • Students' individualized needs for assistive technology devices and services are considered and such devices are provided.
3F Evaluation, Adaptation, and Flexibility	<p>Student Feedback and Reflection</p> <ul style="list-style-type: none"> • Students are provided with actionable feedback allowing them to identify areas of strength and weakness and monitor their own progress. • Students are provided with opportunities to evaluate, reflect on, and improve their work based on descriptive feedback received from peers or teacher. • Students participate in the creation of their academic and social goals and monitor their own progress. • Students regularly offer peers respectful, accurate, and useful feedback. <p>Teacher Analysis and Reflection</p> <ul style="list-style-type: none"> • A variety of assessments are used to monitor and evaluate student learning. The results are used to monitor progress, identify trends, adjust curricula, and implement interventions and enrichments for individuals and groups of students. • Teachers constantly reflect on what is taught in the classroom. Curriculum maps, pacing guides, and lessons evolve and improve based on the progress and needs of the students. New ideas are continuously brought to the classroom to connect what is being taught to events and experiences outside of school and what students experience within school. • Teachers use their understanding of their students to make effective decisions about when it is appropriate and necessary to deviate from the curriculum and pacing guide to ensure that students have sufficient opportunities for mastery.

Tenet 4 - Instruction: Effective teachers engage with students in a manner that promotes mastery and allows students to stretch their knowledge and deepen their understanding.



<p>4A Environment of Respect and Rapport</p>	<p>Knowledge of Students</p> <ul style="list-style-type: none"> • Teachers demonstrate knowledge and care about individual students’ lives beyond the class and school. • Teachers make connections to students’ background knowledge, experiences, and cultural and linguistic diversity allowing students to better understand the lesson. <p>Positive Interactions</p> <ul style="list-style-type: none"> • Students treat each other respectfully. • Teachers acknowledge appropriate behavior more frequently than inappropriate behavior. • Teachers encourage students through positive language. The classroom is free from disparaging comments. The body language used by teachers is warm and caring. <p>Understanding Differences</p> <ul style="list-style-type: none"> • Teachers provide students with opportunities to consider multiple perspectives, including opposing points of view, in an objective manner. • Students are provided opportunities to work in groups with diverse peers. <p>Environment of Support</p> <ul style="list-style-type: none"> • Teachers acknowledge and celebrate student effort. • Teachers look for ways to have students share and defend their opinions without fear of ridicule. Questions asked to students do not always result in one “right” answer. • Students participate freely. Teachers look for ways to bring all students into discussions.
<p>4B Classroom Management</p>	<p>Preventing Problematic Behaviors</p> <ul style="list-style-type: none"> • Teachers post and reference positively stated behavioral expectations. • Students understand the expectations for behavior in different settings. • Teachers are proactive in avoiding situations that may result in potential problems. Teacher monitoring of student behavior is subtle and preventative, using strategies such as scanning, frequent interaction and purposeful movement. • Teachers use verbal and/or non-verbal prompts to cue responses or action routines that have clearly been taught to students. • Teachers use verbal and/or non-verbal prompts to cue transitions between instructional groupings, tasks, etc. • Students complete cued routines within stated time limits. <p>Effective Intervention</p> <ul style="list-style-type: none"> • Teachers attend to disruptions quickly and firmly, without allowing disruptions to inhibit the pace of the lesson.

	<ul style="list-style-type: none"> • The techniques used prevent and/or reduce misbehavior. These techniques are sensitive to individual student needs and respect students' dignity. • Student behavior is appropriate in all settings, including during collaborative learning opportunities and other times when students are actively participating in lessons. • Teachers explicitly teach and/or re-teach behavior self-regulation strategies, e.g., self-talk, self-rating, scripting, social stories. • Teachers provide structured accommodations that enable the student with behavioral difficulties to manage his/her participation, e.g., behavior report card, student-specific acknowledgement system, check in-check out card, seating arrangement. <p>Student Ownership</p> <ul style="list-style-type: none"> • Students are actively encouraged to take responsibility for their behavior. • Students have input into the classroom norms and expectations. • Students demonstrate expected behaviors • Students demonstrate understanding and the use of self-regulation strategies.
<p>4C Extensive Knowledge of Content and Pedagogy</p>	<p>Subject-Area Expertise</p> <ul style="list-style-type: none"> • Teachers exhibit extensive knowledge of the concepts they teach, and how these relate to other concepts within their discipline and in other disciplines. • Teachers consistently answer students' questions accurately. • Teachers continuously gauge prior knowledge. Teachers are aware of the prerequisite skills and understanding that is needed to master new concepts. When students struggle, teachers use their understanding to identify appropriate scaffolds that assist their students in better accessing the concept. • During lessons, teachers assess student understanding regularly to ensure that concepts are being correctly understood. Teachers anticipate possible student misconceptions, and when misconceptions occur, teachers understand how students may have arrived at the misconception. <p>Skillful Adaptation</p> <ul style="list-style-type: none"> • When students struggle to understand a concept, teachers identify alternate ways to approach the concept differently from how it was originally taught, rather than teaching the concept the same way again. These approaches result in students learning concepts they did not fully grasp originally. • Teachers use their understanding of the content area to identify activities that extend students' thinking for students who grasp concepts quickly. Instead of providing students with additional work regarding concepts these students have mastered, teachers offer students opportunities that provide appropriate challenge and build on the student's knowledge and mastery.

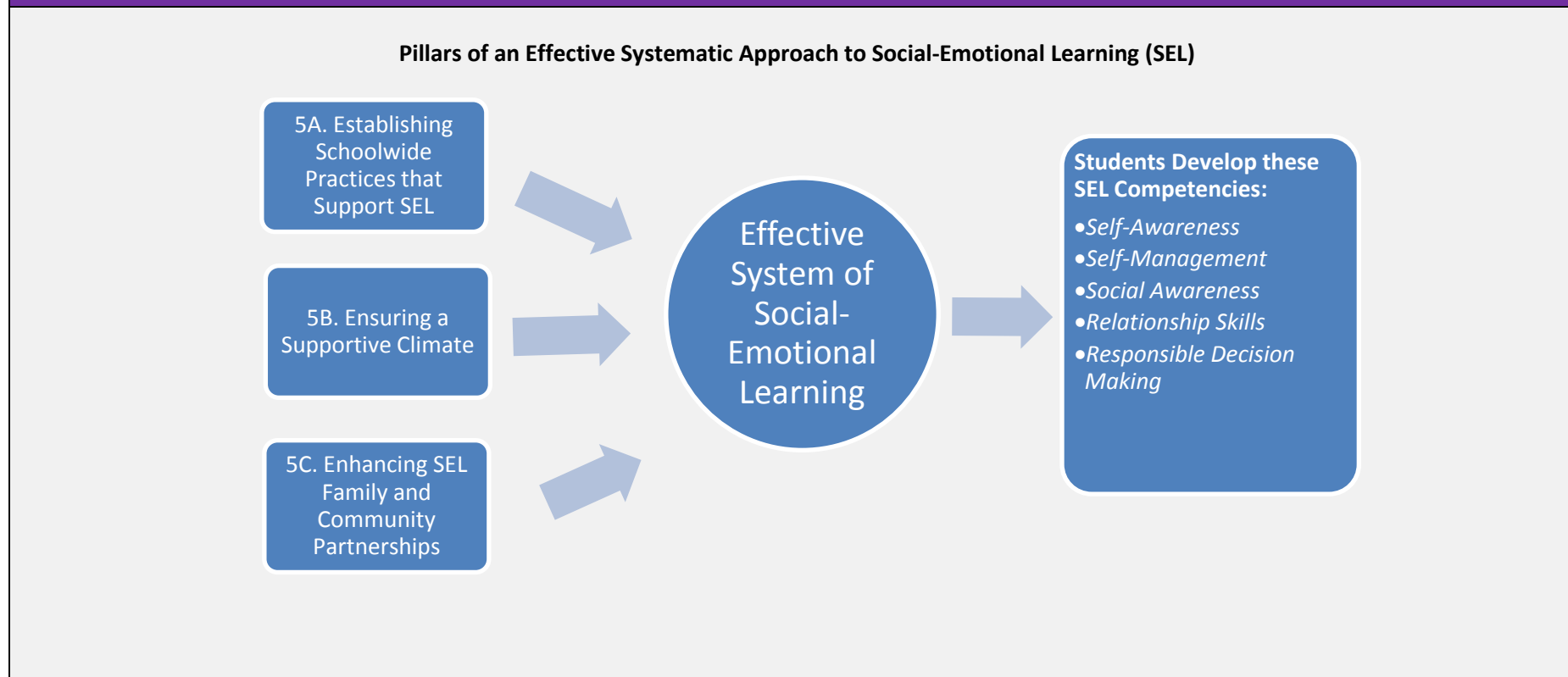
	<ul style="list-style-type: none"> Teachers are familiar with ways in which children learn, along with the particular ways in which their students learn. Teachers use a range of instructional techniques, methods, and materials based on this insight.
4D Lesson Delivery	<p>Time Management</p> <ul style="list-style-type: none"> Lessons start promptly, and lessons have a coherent structure with a clear beginning, middle, and end. The teacher ensures that the lesson progresses at an appropriate pace so that students are neither bored nor rushed. Classroom routines, transitions, and the distribution of materials are efficient and do not impede instructional time. The teacher gives adequate time for summary, reflection, and closure. Teachers pause to allow students to ask questions. <p>Organization and Focus</p> <ul style="list-style-type: none"> Lessons are logically sequenced and include examples, clear directions, visual aids, and teacher modelling to demonstrate the skills students are expected to perform. The objectives of the lesson are reinforced by the teacher throughout the lesson. Teachers are mindful of the essential information and vocabulary necessary to access the lesson. Teachers do not bring in irrelevant and non-essential information that may cause confusion. The classroom has been arranged in a manner that supports the instructional methods being used. <p>Engaging with Students</p> <ul style="list-style-type: none"> Teachers make connections between what students already know and the material being taught. Teachers find ways to connect the material to the world beyond the classroom. Teachers interact with students in an engaging way that draws the attention of the class. Teachers circulate throughout the room when students are completing assignments to assist or extend the thinking of individual students. Students are active participants in the lessons. Lessons provide opportunities for students to engage in discussion and debate and contribute to the class' understanding of the content.
4E Instructional Techniques that Deepen Engagement	<p>Questioning</p> <ul style="list-style-type: none"> Teachers use open-ended questions that invite students to consider and/or offer multiple possible answers. Student responses are highly valued. Teachers build on student responses to ask additional questions and deepen student understanding. Teachers use sufficient wait time for students to process questions and provide thoughtful responses. Teachers approach incorrect answers as learning opportunities. <p>Higher-Level Thinking</p> <ul style="list-style-type: none"> Teachers provide opportunities for students to formulate hypotheses, make connections, or challenge previously held views.

	<ul style="list-style-type: none"> • Students are asked to justify their reasoning. Students provide specific evidence to support their thinking. • Teacher conversations allow the students to have opportunities to generate a variety of ideas and alternatives, and result in students analyzing problems from multiple perspectives and viewpoints. • Teachers provide opportunities through the questions and prompts posed and the activities offered for students to be cognitively challenged during lessons. <p>Student Discussion</p> <ul style="list-style-type: none"> • Teachers call on all of their students, including those who do not volunteer. Teachers use a variety of techniques to ensure that discussion is not dominated by a limited number of students. Students are not able to be passive observers during lessons. • Teachers use prompts and questions that result in students being actively engaged in discussions with both peers and teachers. Students build upon other students' responses. • Teachers establish systems and structures to create respectful risk-taking environments that afford students multiple opportunities to engage in extended and sustained discussions. <p>Individualization</p> <ul style="list-style-type: none"> • Teachers offer varied instructional practices based on an understanding that children have different learning needs. • Teachers engage with students on a one-to-one basis or through small groups during student activities to provide students with supports and prompts that deepen students' understanding. • Teacher practices display an understanding of each student's anticipated learning difficulties and misconceptions. • IEPs are implemented in all settings. • Teachers use differentiated prompts based on individual student need (i.e., intensive for students who have not mastered the content, fading and error correction for students with partial mastery, reminders for students at mastery.) • Teachers conduct formative assessments prior to independent work and re-teach students who are demonstrating difficulty.
<p>4F Targeted Strategies for Diverse Learners</p>	<ul style="list-style-type: none"> • Teaching aides and assistants are actively engaged in supporting instruction. • Teachers present the content in an organized manner to assist student understanding. • There are structured supports for reading, writing, and/or math tasks such as charts, reference tables, manipulatives, individual work folders and student grouping. • Teacher(s) ensures multiple opportunities for students with disabilities and ELLs/MLLs to respond orally and in writing. • Students with disabilities and ELLs/MLLs work on content aligned with the content of their grade level peers. • Students engage in productive struggle with complex text, tasks, ideas using strategically selected learning supports and analysis tools. • Classroom walls reflect the linguistic and cultural diversity of the student population in the class (ex. labels, rules, and assignments are posted in English and students' home language(s)).

	<ul style="list-style-type: none"> • Bilingual glossaries, native language materials and English as a New Language (ENL) materials are readily available in the classroom. Students use these materials independently and/or with guidance. • There are structured language comprehension supports for English Language Learners (ex. practicing with native speakers of English or speakers of their native language, use of nonverbal cues, picture symbol cards, pre-teaching specific vocabulary or grammatical structures needed to participate in the lesson). • Students are regularly afforded opportunities to refine their communication using formulaic expressions, representations, metaphors, and multiple examples. • Teachers provide students with multimodal materials and appropriate scaffolds for purposeful learning of content, analytical practices, and language.
<p>4G Using Assessment and Feedback in Instruction</p>	<p>Monitoring Student Learning While Teaching</p> <ul style="list-style-type: none"> • Teachers integrate assessments throughout the lesson to check student understanding, measure student progress, provide students with feedback, identify gaps in student learning, and adjust and refine instruction to meet student needs and prepare students for future learning. • Teachers recognize patterns in student inquiries and responses and use this information to adjust the lesson, provide scaffolds and re-teach content so that mastery can be achieved. • Teachers regularly monitor student independent practice throughout the classroom as students work to determine students' understanding of the lesson. Teachers provide students with feedback and prompts that deepen students' understanding. <p>Feedback and Student Reflection and Revision</p> <ul style="list-style-type: none"> • Teachers provide students with opportunities to reflect and assess their own performance and progress. Students do not rely on the teacher's validation to determine their success. • Students make revisions to their work based on the feedback they receive from peers and teachers.

Tenet 5 overview: The Pillars below identify the components of a robust Social-Emotional Learning system that develops in students the social-emotional learning competencies that students need to be successful in life beyond school.

Tenet 5 – Social-Emotional Learning: Effective schools develop a systematic approach to Social-Emotional Learning to ensure that all students can develop social-emotional learning skills necessary for success within and beyond school.



**5A
Establishing
Schoolwide
Practices and
Policies that
support SEL**

Schoolwide Approach

- The school establishes a common language and a consistent approach for SEL.
- The school's vision for SEL identifies the school's values for supporting the non-academic needs of students. All stakeholders understand the school's vision for SEL and work together to meet the non-academic needs of all students.
- Schoolwide practices reinforce the school's vision for SEL, and the vision is reflected in how students and adults interact with one another throughout the school. All staff (e.g., teachers, bus drivers, lunch monitors) have been given guidance to understand their role in promoting students' development of social-emotional learning.
- Students have opportunities to develop SEL core competencies throughout the school day.
- The school has policies and practices to prevent and address bullying and other behaviors that threaten student social and emotional well-being.
- Students are identified for additional SEL supports based on clear criteria that are consistently applied throughout the school to ensure that those receiving additional supports are the ones who need supports, independent of teacher or parent advocacy.
- The school provides staff with ongoing training on SEL core competencies and strategies to support student development of SEL competencies.
- Student social-emotional needs are considered when scheduling and grouping students to ensure that the learning environment meets the needs of all students.
- The school has adequate personnel to provide necessary services to students (e.g., Guidance Counselors, Social Workers, School Psychologists). These staff members help support the school's proactive approach toward SEL by providing guidance and training to staff and students.

Goals and Data

- The school has identified annual goals for SEL. The school has identified benchmarks throughout the year to determine if they are on track toward meeting the annual goals.
- The school staff has identified a range of data sources, including surveys, rubrics, and observations, to measure the degree to which the school is meeting SEL goals. The school staff use longitudinal schoolwide data to measure effectiveness over time, identify areas that require further action planning, and identify specific goals to achieve. The school staff's strategic action planning and effective implementation of strategies result in the school meeting these goals.
- The school staff regularly analyze and compare outcome data such as student attendance, academic achievement, disciplinary referrals, and suspension data at frequent intervals throughout the school year to identify areas that require additional attention. The data is analyzed so that root causes can be considered and interventions targeting the identified root causes can be implemented. The data show progress over time.

	<ul style="list-style-type: none"> • When a student is identified for additional supports, the student works with staff to identify goals and monitor his/her progress toward these goals. Students goals are adjusted based on progress made. If students are not achieving their goals, then modifications are made to ensure that they are receiving the necessary supports. <p>Staff Collaboration</p> <ul style="list-style-type: none"> • There is a clear system in place for all teachers and staff who work with the same student to share information about that particular student’s SEL needs so that students receive an informed response to their needs. • There is a system in place to allow teachers of the same student to share SEL supports and strategies so that the student can receive a consistent approach from the school staff. • Teachers reach out to their students’ former teachers to learn about the effectiveness of SEL strategies used in previous years so that current teachers avoid strategies that were ineffective, and students continue to receive interventions that build upon past success.
<p>5B Ensuring a Supportive Environment</p>	<p>Belonging</p> <ul style="list-style-type: none"> • Students feel like valued members of the school and classroom community by the ways in which teachers and school staff treat students with compassion and respect. Teachers validate, affirm, and build upon the experiences and assets students bring. • Staff members’ approach toward discipline focuses on skill-building and enhancing the school community rather than punishing students. • Staff interactions support the dignity of individual students. Staff do not use shaming, humiliation, or isolation as consequences. • Teachers establish opportunities for students to connect with one another and apply SEL skills throughout the day. Students routinely engage in group assignments in which they are all expected to contribute. • The school has specific systems in place to ensure that new students are welcomed into the school community. Staff identify isolated students and incorporate a variety of strategies specific to the student to integrate the students into the school community. <p>Independence and Autonomy</p> <ul style="list-style-type: none"> • Students are routinely given activities that can be done in more than one way. • Choice is embedded into the structure of the school and its classrooms, including choice in activity and choice in consequence. <p>Growth</p>

	<ul style="list-style-type: none"> • Teachers promote high expectations and communicate that through hard work, students can reach those expectations. • The school emphasizes the importance of effort and promotes goal-setting and reflection. • Students are expected to make revisions based on feedback from teachers, peers, and self-reflection. • Students routinely engage in projects, long-term assignments, or other tasks that require perseverance. <p>Relevance and Purpose</p> <ul style="list-style-type: none"> • Students find that the work they do has value. • Students apply their learning to help others. • Teachers and students routinely make connections between the specific lesson being taught and other learning, life outside of school, and students’ futures. • Teachers seek out authentic tasks, experiences, and real-life problems for students to consider and address.
<p>5C Enhancing Family and Community Partnerships</p>	<p>Collaboration</p> <ul style="list-style-type: none"> • Outside partners (e.g., service providers, mentors, after school programs) and school staff connect to share their insights regarding the non-academic needs of students. This collaboration informs how all parties approach their work and strengthens their ability to support students’ needs. • The school shares non-academic and academic curriculum, textbooks, assignments, and learning materials with after-school programs to ensure that students receive continuity in programming. • Families and community partners receive training on SEL core competencies and strategies to support student development of SEL competencies. Families reinforce and support student learning of SEL competencies at home. Community partners regularly support students’ learning of these concepts and strategies through their interactions with students. • Families and school staff connect and share information regarding the SEL skills and needs of students. Families and school staff work together to plan consistent strategies to support student needs both at home and at school. • The school has staff who can communicate with families about the SEL needs of their children in the mode of communication that the family can best understand. <p>Linking Students to Supports</p> <ul style="list-style-type: none"> • The school has a system in place to identify students who might benefit from non-academic support from outside providers and assist families in connecting with the necessary resources. • Families and students understand how to raise concerns with the school staff so that their children can receive additional support when necessary. • The school connects students to potential role models that share their home language and have cultural backgrounds that are relatable to the students.

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| | <ul style="list-style-type: none">• The school staff has a system to link students to programs and activities that exist outside of school (e.g., scholarships, internships, summer work programs, extracurricular activities) to provide students with a range of opportunities beyond the classroom. |
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The above systems are intended to result in students developing the following five Social-Emotional Learning (SEL) Core Competencies.

<p>Social-Emotional Core Competencies for schools to support</p>	<p>Self-Awareness</p>	<p>Emotional Awareness</p> <ul style="list-style-type: none"> • Students recognize and accurately label their emotions. • Students describe their emotions and identify the situations that trigger them. • Students describe how their own behavior can be impacted by their emotions. • Students can use self-reflection to make sure the intensity of their emotions is in line with the situation. • Students are aware of how their emotions and behaviors impact learning during instruction. • Students can describe the role attitude plays in determining success, i.e., pessimism vs. optimism. <p>Self-Assessment</p> <ul style="list-style-type: none"> • Students describe their own strengths and areas for improvement. • Students identify their own needs and values. • Students identify their likes and dislikes. • Students identify things that they have accomplished. • Students identify when they need help. • Students describe how their behavior influences the classroom and school community. • Students can describe connections between their efforts and academic and behavioral results.
	<p>Self-Management</p>	<p>Goal-Setting and Monitoring</p> <ul style="list-style-type: none"> • Students identify obstacles to achieving their goals and work to overcome them. • Students monitor their own progress towards achieving their goals and make adjustments as needed. • Students analyze why they did or did not achieve their goals. • Students can describe and evaluate action steps for achieving short-term and long-term goals. • Students can identify outside resources that can help in achieving their goals. • Students demonstrate an understanding that goal-setting promotes success. <p>Personal Management Skills</p> <ul style="list-style-type: none"> • Students identify and use strategies for managing their emotions and behaviors. • Students demonstrate control of impulsive behavior. • Students use coping skills to manage stressful situations. • Students self-advocate in a respectful and deliberate manner. • Students can adjust behaviors based on specific teacher feedback. • Students incorporate personal management skills, such as time management and organizational skills, into daily activities.

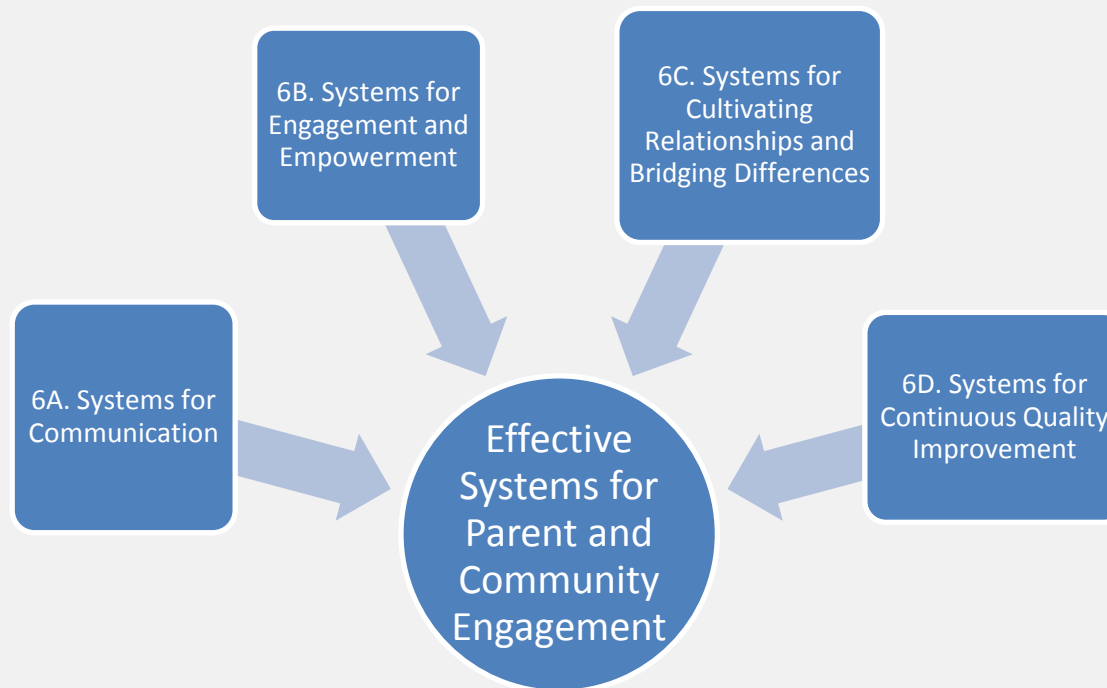
		<p>Self-Correction</p> <ul style="list-style-type: none"> • Students improve their work habits based upon specific teacher feedback and suggestions for improvement. • Students recognize that mistakes are part of the learning process and take steps to fix them. • Students are able to self-correct based on prior learning.
	<p>Social Awareness</p>	<p>Empathy and Perspective Taking</p> <ul style="list-style-type: none"> • Students use verbal, physical, and situational cues to determine how others are feeling. • Students understand and can explain others' points of view. • Students identify words and actions that are hurtful to others. • Students recognize how their actions impact others and adjust their behavior accordingly. • Students can explain how individual, social, and cultural differences may increase vulnerability to bullying and show empathy towards those experiencing it. • Students evaluate how expressing more positive attitudes might influence others and act on this understanding. • Students understand the needs of others. <p>Understanding Differences</p> <ul style="list-style-type: none"> • Students demonstrate an awareness of the differences among individuals', groups', and others' language and cultural backgrounds. • Students recognize that others have different perspectives and are respectful of their differences. • Students know about the interests and backgrounds of their peers. <p>Politeness and Understanding Social Norms</p> <ul style="list-style-type: none"> • Students treat each other with care and respect. • Students demonstrate an awareness of the importance of personal space. • Students demonstrate an awareness of the expectations for social interactions in a variety of settings. • Students welcome all members of the school community and guests to the classroom.
	<p>Relationship Skills</p>	<p>Communication Skills</p> <ul style="list-style-type: none"> • Students pay attention to others when they are speaking. • Students initiate and maintain conversations. • Students use assertive communication to get their needs met without negatively impacting others. • Students can describe the role of body language and facial expressions in communication. • Students use effective and culturally appropriate communication skills to present their point of view.

		<ul style="list-style-type: none"> • Students recognize that effective communication strategies may differ depending on the audience. • Students understand the appropriate usage of social media when communicating with others.
		<p>Healthy Relationships</p> <ul style="list-style-type: none"> • Students recognize the difference between positive and negative relationships. • Students can form and maintain friendships. • Students involve themselves in positive activities with their peer group and resist inappropriate social pressures. • Students can prevent and resolve conflicts in constructive ways. • Students understand how to access problem-solving resources, such as security staff, trusted adults, peer mediators, and counselors, to facilitate resolution of conflict situations. • Students understand and can describe the benefits of honesty to building and sustaining healthy relationships. • Students can identify positive peer/adult support and know when and how to access them. <p>Collaboration</p> <ul style="list-style-type: none"> • Students work cooperatively with others towards a group goal and hold each other accountable. • Students demonstrate the ability to be both a leader and a team member. • Students collaborate effectively with many different peers. • Students focus on promoting the group’s success and support the participation of everyone in the learning task. • Students are open and receptive to feedback from others. <p>Helping Others</p> <ul style="list-style-type: none"> • Students are involved in home, school, and/or community service. • Students describe ways that responsible students help their classmates (e.g., including examples of how to prevent bullying or teasing). • Students provide specific, constructive feedback to each other regarding school and classroom behavior. • Students provide support and encouragement to others in need. • Students provide language, academic and emotional help to those who need it and accept help from others. • Students advocate for the needs of others.

	Responsible Decision-Making	<p>Analysis</p> <ul style="list-style-type: none"> • Students recognize that they have choices in how to respond to a situation. • Students reflect on possible consequences, both negative and positive, before making a decision. • Students identify and evaluate strategies to succeed academically, behaviorally, and socially. • Students consider ethical, safety, and societal factors and consequences when making decisions. • Students consider input from others when making decisions. • Students take the needs of others into account when making decisions. • Students consider the effect of external influences, such as media, peers, social and cultural norms, and expectations of authority, on their decision-making. • Students identify challenges in solving problems and potential solutions. • Students evaluate the costs and benefits of taking academic and social risks in the classroom. <p>Persistence</p> <ul style="list-style-type: none"> • Students sustain the problem-solving process over time. • Students continue to look for solutions to problems, even when faced with challenges or when encountering setbacks. • Students seek clarification, assistance, and/or resources as needed to solve the problem. <p>Understanding Impact of Decisions</p> <ul style="list-style-type: none"> • Students understand how decisions made now can impact their future and have long-term effects. • Students accept responsibility for their decisions, both positive and negative. • Students evaluate the impact of their decisions and modify their decisions if necessary. • Students can explain how decision-making skills can improve study habits and academic performance. • Students follow through on commitments once a decision is made. <p>Group Decision Making</p> <ul style="list-style-type: none"> • Students play a developmentally appropriate role in classroom management and school governance. • Students actively participate in improving classroom culture. • Students identify ways that they can help improve their classroom and school community. • Students effectively participate in group decision-making.
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Tenet 6– Parent and Community Engagement: Effective schools develop a systematic approach to Parent and Community Engagement to empower parents to effectively advocate for their child’s learning and for the improvement of the school.

Pillars of Effective Systems for Parent and Community Engagement



6A. Systems for Communication

Communication to Families

- Communication occurs at regular intervals so that families know when to expect communication.
- The principal communicates his or her vision for success regularly to help shape the identity of the school and keep families up-to-date on what is happening within the school. Teachers share their insight with families regularly to keep families up-to-date on what is happening within the classroom. This communication is presented in a manner that allows families to understand key points.

- Families are knowledgeable about classroom learning or events, school-wide events, individual student progress or concerns, relevant community events, and opportunities for parents to help at the school.
- Families regularly receive information and materials on how to help children at home. Workshops and other information sessions help families understand how children learn and how children are being taught. Families have input on the topics discussed at workshops and information sessions.
- Students and families are provided early and clear information on graduation requirements and post-secondary options.
- Families of new students feel welcome as a result of the purposeful efforts the school makes to connect with new families. The school ensures that new families access the multiple opportunities the school provides to new parents to learn about the school, its instructional programs, and its services and supports for students and families.
- Communication with families is presented in families' preferred languages and modes of communication.
- Families are invited to participate in the development of the student's IEP.
- Communication with families is in language that is easy to understand and avoids the use of educational jargon.

Communication with Families

- Families receive outreach from designated staff who are skilled in addressing the identified area of concern.
- Families can communicate with the school through multiple methods (e.g., face to face meetings, video meetings, email, letters via backpacks, text, school websites, report cards, school-to-home journals, phone calls, social media) and with the help of an interpreter, if the parent desires. Families can easily contact staff for information and receive prompt and cordial responses to their inquiries.
- The school uses creative solutions for communicating with and partnering with parents and caregivers with non-traditional situations (e.g., working parents, non-English speakers, those without transportation, health issues). This ensures that all families are able to actively communication with school staff.
- Families receive communication in their preferred language. Families are provided with translators to assist, especially at parent-teacher conferences.

Communication from Families

- The school regularly solicits feedback from a diverse range of families. Families share their insight and provide feedback on school policies and practice. When necessary, changes are made as a result of this feedback.
- Families communicate their concerns to school staff and feel that school staff work to address these concerns.
- Families report that they understand any additional services their child receives. Families of students with disabilities report that they understand their due process rights.
- Families feel that their perspective is valued and heard by the school.

**6B.
Systems for
Engagement
and
Empowerment**

Systems for Engagement

- Families receive student work at regular intervals and at least several times a month. Families receive feedback from teachers that allows them to understand how their child performed.
- Families know what is being taught in each class. With older students, the school makes purposeful efforts to ensure that families are aware of the variety of opportunities that exist outside of school and following graduation.
- Families are contacted regularly by teachers to discuss their children’s progress. The degree to which contact is made is reflective of the system and the expectations the school has established, rather than the initiative of the teacher.
- Families can easily understand the information found in report cards and progress reports and know how to use this information to assist their child.
- The school’s outreach allows report conferences to be well attended. The school supports families in understanding how to benefit from these conferences and what potential questions families may want to ask during these conferences so that they can better understand how their child is doing and how they can provide support at home. Students speak about the quality of their work during conferences.
- Families understand how to support their child in completing homework assignments.
- Families understand who to contact at the school if their child is experiencing academic difficulties. Families understand who to contact at the school if their child is struggling with non-academic issues.
- Families understand the graduation requirements, the types of diplomas, the pathways to achieving each diploma type, the advantages of each diploma, the Advanced Placement and Concurrent Enrollment courses available, the Seal of Biliteracy, Career Pathways, and all the internal and external opportunities and supports available for students.

Systems for Empowerment

- Families are involved in school planning and decision making. The parents who participate vary depending on the initiative.
- Parents and Families have a role in the hiring process at the school.
- Families are surveyed at least annually by the school. The survey is co-designed by families, and families are aware of the results of the survey. Families are involved in identifying solutions to address areas of need that are identified through the survey process.
- The parent organization recommends ways to improve student achievement and increase family engagement.
- School staff work with local community organizations to address neighborhood concerns.
- Families and staff work together to examine relevant issues concerning schooling, youth, and the community. When school staff discuss community issues with parents, they make sure that families have ample opportunities to participate in the discussion.
- The school taps local businesses and community institutions for technical services, job opportunities for families and students, reduced fees, tutoring, mentoring, and training. Families have access to a variety of community resources.

	<ul style="list-style-type: none"> • Staff and families work with community organizers and locally elected officials to identify solutions to problems that families and students face, such as traffic hazards and gang activity. • Schools facilitate timely student and family connections to post-secondary supports and services.
6C. Systems for Cultivating Relationships and Bridging Differences	<p>Cultivating Relationships</p> <ul style="list-style-type: none"> • The school makes purposeful efforts to include all families in school activities and decision making. • Families feel that the school honors their contributions and values their assets, including their cultural and language backgrounds. • Staff speak about families without condescension. Families feel respected and believe that school staff treat them as equal partners in their children’s education. • Families are encouraged to participate in the parent organization. The parent organization reflects the cultural, linguistic, racial, and economic diversity of the school’s students. Families feel that their views and perspectives are represented. • Families are able to contact school staff through a variety of methods that take into consideration families’ varying needs. • The school works with outside organizations to help staff better understand and reach families. Families feel that staff understand their needs and engage the necessary resources to ensure their needs are met. • When the school has encountered challenges cultivating relationships, it has reflected on why those challenges exist and has continually modified its approach so that those challenges can be addressed. Families feel that the school has worked to remove barriers that prevent their involvement in the children’s education. <p>Bridging Differences</p> <ul style="list-style-type: none"> • The materials and books used in the school reflect families’ cultures and languages. The school makes ongoing efforts to celebrate multiculturalism, including multilingualism, so that all parents feel included. • The school makes purposeful efforts to avoid perpetuating stereotypes of any fashion, including cultural, linguistic, racial, and gender stereotypes. Families of all backgrounds feel welcome and valued. • Staff are mindful of implicit and unconscious bias, and staff reflect on how their responses may be informed by their own experiences and upbringing. Staff monitor outreach from the school to ensure that it is free from bias. Families feel they are treated respectfully and fairly by all staff. • Families are provided with translators, and the school ensures that translators understand the importance of respecting student and parent confidentiality. • The school is mindful of the economic hardships some families may face and makes sure that families and students are not excluded from events or activities because of financial reasons. • Families of all backgrounds feel accepted by the school and feel a connection to the success of the school.

6D. Systems for Continuous Quality Improvement	<p>Goal Setting</p> <ul style="list-style-type: none">• The school has clear goals it would like to accomplish with families during a school year and has a plan to monitor progress and meet the benchmarks of each goal.• Families are aware of the school’s goals for family engagement and participate in efforts to reach these goals. Families are knowledgeable about the school’s progress towards meeting these goals. <p>Assessing Success and Modifying Practices</p> <ul style="list-style-type: none">• The school monitors outreach efforts to determine the success of outreach strategies and makes adjustments based on the results. The school surveys families regularly to learn their concerns and to determine if efforts have been successful. The school analyzes the survey results, determines what benchmarks were not achieved, and modifies the school’s approach so that results improve. Families participate in identifying strategies to address concerns that emerge from survey data.
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Attachment 2: New York State Comprehensive Support and Improvement Schools January 2019

		18-19 Accountability Status for District/School
AFTON CENTRAL SCHOOL DISTRICT	AFTON JUNIOR/SENIOR HIGH SCHOOL	CSI
ALBANY CITY SCHOOL DISTRICT	NORTH ALBANY ACADEMY	CSI
ALBANY CITY SCHOOL DISTRICT	GIFFEN MEMORIAL ELEMENTARY SCHOOL	CSI
ALBANY CITY SCHOOL DISTRICT	SHERIDAN PREPARATORY ACADEMY	CSI
ALBANY CITY SCHOOL DISTRICT	STEPHEN AND HARRIET MYERS MIDDLE SCHOOL	CSI
AMITYVILLE UNION FREE SCHOOL DISTRICT	EDMUND W MILES MIDDLE SCHOOL	CSI
AMSTERDAM CITY SCHOOL DISTRICT	RAPHAEL J MCNULTY ACADEMY FOR INTERN STUDIES & LITERACY	CSI
AMSTERDAM CITY SCHOOL DISTRICT	WILBUR H LYNCH LITERACY ACADEMY	CSI
AUBURN CITY SCHOOL DISTRICT	CASEY PARK ELEMENTARY SCHOOL	CSI
AUSABLE VALLEY CENTRAL SCHOOL DISTRICT	AUSABLE VALLEY MIDDLE SCHOOL	CSI
BERLIN CENTRAL SCHOOL DISTRICT	BERLIN HIGH SCHOOL	CSI
BINGHAMTON CITY SCHOOL DISTRICT	BENJAMIN FRANKLIN ELEMENTARY SCHOOL	CSI
BINGHAMTON CITY SCHOOL DISTRICT	THEODORE ROOSEVELT SCHOOL	CSI
BRENTWOOD UNION FREE SCHOOL DISTRICT	SOUTHWEST ELEMENTARY SCHOOL	CSI
BRENTWOOD UNION FREE SCHOOL DISTRICT	NORTH MIDDLE SCHOOL	CSI
BRENTWOOD UNION FREE SCHOOL DISTRICT	EAST MIDDLE SCHOOL	CSI
BRENTWOOD UNION FREE SCHOOL DISTRICT	SOUTH MIDDLE SCHOOL	CSI
BUFFALO CITY SCHOOL DISTRICT	HARRIET ROSS TUBMAN ACADEMY	CSI
BUFFALO CITY SCHOOL DISTRICT	MARVA J DANIEL FUTURES PREPARATORY SCHOOL	CSI
BUFFALO CITY SCHOOL DISTRICT	LOVEJOY DISCOVERY SCHOOL #43	CSI
BUFFALO CITY SCHOOL DISTRICT	PS 82	CSI
BUFFALO CITY SCHOOL DISTRICT	BURGARD VOCATIONAL HIGH SCHOOL	CSI
BUFFALO CITY SCHOOL DISTRICT	MATH SCIENCE TECHNOLOGY PREPARATORY SCHOOL AT SENECA (THE)	CSI
BUFFALO CITY SCHOOL DISTRICT	ALTERNATIVE HIGH SCHOOL AT 44	CSI
BUFFALO CITY SCHOOL DISTRICT	HARVEY AUSTIN SCHOOL #97	CSI
CAIRO-DURHAM CENTRAL SCHOOL DISTRICT	CAIRO-DURHAM ELEMENTARY SCHOOL	CSI
CANASTOTA CENTRAL SCHOOL DISTRICT	ROBERTS STREET MIDDLE SCHOOL	CSI
CENTRAL ISLIP UNION FREE SCHOOL DISTRICT	RALPH REED SCHOOL	CSI
CENTRAL SQUARE CENTRAL SCHOOL DISTRICT	CENTRAL SQUARE MIDDLE SCHOOL	CSI
CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT	CHARLOTTE VALLEY SCHOOL	CSI
CHARTER SCHOOL OF INQUIRY	CHARTER SCHOOL OF INQUIRY	CSI
CHATEAUGAY CENTRAL SCHOOL DISTRICT	CHATEAUGAY HIGH SCHOOL	CSI
COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT	COXSACKIE-ATHENS MIDDLE SCHOOL	CSI
DOLGEVILLE CENTRAL SCHOOL DISTRICT	DOLGEVILLE MIDDLE SCHOOL	CSI
DUNDEE CENTRAL SCHOOL DISTRICT	DUNDEE JUNIOR-SENIOR HIGH SCHOOL	CSI
ELMIRA CITY SCHOOL DISTRICT	THOMAS K BEECHER SCHOOL	CSI
ELMIRA CITY SCHOOL DISTRICT	BROADWAY ACADEMY	CSI
ELMSFORD UNION FREE SCHOOL DISTRICT	ALEXANDER HAMILTON HIGH SCHOOL	CSI
FALLSBURG CENTRAL SCHOOL DISTRICT	FALLSBURG JUNIOR SENIOR HIGH SCHOOL	CSI
FARMINGDALE UNION FREE SCHOOL DISTRICT	NORTHSIDE ELEMENTARY SCHOOL	CSI
GENEVA CITY SCHOOL DISTRICT	NORTH STREET ELEMENTARY SCHOOL	CSI
GENEVA CITY SCHOOL DISTRICT	GENEVA MIDDLE SCHOOL	CSI
GILBOA-CONESVILLE CENTRAL SCHOOL DISTRICT	GILBOA-CONESVILLE CENTRAL SCHOOL	CSI
GLOVERSVILLE CITY SCHOOL DISTRICT	GLOVERSVILLE MIDDLE SCHOOL	CSI
GREECE CENTRAL SCHOOL DISTRICT	LONGRIDGE SCHOOL	CSI
GREEN ISLAND UNION FREE SCHOOL DISTRICT	HEATLY SCHOOL	CSI
GREENPORT UNION FREE SCHOOL DISTRICT	GREENPORT HIGH SCHOOL	CSI
GREENPORT UNION FREE SCHOOL DISTRICT	GREENPORT ELEMENTARY SCHOOL	CSI
GROTON CENTRAL SCHOOL DISTRICT	GROTON JUNIOR/SENIOR HIGH SCHOOL	CSI
HADLEY-LUZERNE CENTRAL SCHOOL DISTRICT	HADLEY-LUZERNE HIGH SCHOOL	CSI
HARPURSVILLE CENTRAL SCHOOL DISTRICT	W A OLMSTED ELEMENTARY SCHOOL	CSI
HAVERSTRAW-STONY POINT CSD (NORTH ROCKLAND)	JAMES A FARLEY ELEMENTARY SCHOOL	CSI
HEMPSTEAD UNION FREE SCHOOL DISTRICT	HEMPSTEAD HIGH SCHOOL	CSI
HEMPSTEAD UNION FREE SCHOOL DISTRICT	ALVERTA B GRAY SCHULTZ MIDDLE SCHOOL	CSI
HOLLEY CENTRAL SCHOOL DISTRICT	HOLLEY JUNIOR SENIOR HIGH SCHOOL	CSI
JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT	JASPER-TROUPSBURG JUNIOR-SENIOR HIGH SCHOOL	CSI
KINGSTON CITY SCHOOL DISTRICT	JOHN F KENNEDY SCHOOL	CSI
KINGSTON CITY SCHOOL DISTRICT	M CLIFFORD MILLER MIDDLE SCHOOL	CSI
LAFAYETTE CENTRAL SCHOOL DISTRICT	ONONDAGA NATION SCHOOL	CSI
LAFAYETTE CENTRAL SCHOOL DISTRICT	LA FAYETTE JUNIOR-SENIOR HIGH SCHOOL	CSI
LANSINGBURGH CENTRAL SCHOOL DISTRICT	KNICKERBACKER MIDDLE SCHOOL	CSI
LOCKPORT CITY SCHOOL DISTRICT	NORTH PARK JUNIOR HIGH SCHOOL	CSI
LONGWOOD CENTRAL SCHOOL DISTRICT	LONGWOOD MIDDLE SCHOOL	CSI
MADISON CENTRAL SCHOOL DISTRICT	MADISON CENTRAL SCHOOL	CSI

		18-19 Accountability Status for District/School
District Name	District/School Name	
MALONE CENTRAL SCHOOL DISTRICT	FLANDERS ELEMENTARY SCHOOL	CSI
MALONE CENTRAL SCHOOL DISTRICT	DAVIS ELEMENTARY SCHOOL	CSI
MALONE CENTRAL SCHOOL DISTRICT	MALONE MIDDLE SCHOOL	CSI
MAYFIELD CENTRAL SCHOOL DISTRICT	MAYFIELD JR/SR HIGH SCHOOL	CSI
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT	STAGECOACH SCHOOL	CSI
MOUNT MORRIS CENTRAL SCHOOL DISTRICT	MOUNT MORRIS MIDDLE/SENIOR HIGH SCHOOL	CSI
NEW DAWN CHARTER HIGH SCHOOL	NEW DAWN CHARTER HIGH SCHOOL	CSI
NEW VISIONS AIM CHARTER HIGH SCHOOL II	NEW VISIONS AIM CHARTER HIGH SCHOOL II	CSI
NEW VISIONS CHARTER HIGH SCHOOL FOR HUMANITIE	NEW VISIONS CHARTER HIGH SCHOOL FOR HUMANITIES II	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 1	UNIVERSITY NEIGHBORHOOD MIDDLE SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 3	PS 76 A PHILLIP RANDOLPH	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 3	HIGH SCHOOL OF ARTS AND TECHNOLOGY	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 4	PS 155 WILLIAM PACA	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 4	CENTRAL PARK EAST I	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 5	PS 133 FRED R MOORE	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 5	PS 194 COUNTEE CULLEN	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 5	PS 197 JOHN B RUSSWURM	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 5	EAGLE ACADEMY FOR YOUNG MEN OF HARLEM	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 5	FREDERICK DOUGLASS ACADEMY	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 6	HAMILTON HEIGHTS SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 6	HIGH SCHOOL FOR MEDIA & COMMUNICATIONS	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 7	PS 1 COURTLANDT SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 7	PS 18 JOHN PETER ZENGER	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 7	PS 30 WILTON	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 7	PS/IS 224	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 7	JILL CHAIFETZ TRANSFER HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 7	MOTT HAVEN VILLAGE PREP HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 8	HERBERT H LEHMAN HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 8	GOTHAM COLLABORATIVE HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 8	LONGWOOD PREP ACADEMY	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 8	BRONX ARENA HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 8	SCHOOL FOR TOURISM AND HOSPITALITY	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 9	PS 70 MAX SCHOENFELD	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 9	EAGLE ACADEMY FOR YOUNG MEN	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 9	VALIDUS PREPARATORY ACADEMY	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 9	NEW DIRECTIONS SECONDARY SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 9	SCHOOL FOR EXCELLENCE	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT # 9	FREDERICK DOUGLASS ACADEMY III SECONDARY SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #10	PS 46 EDGAR ALLEN POE	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #10	PS/IS 54	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #10	PS 85 GREAT EXPECTATIONS	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #10	PS 246 POE CENTER	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #10	PROVIDING URBAN LEARNERS SUCCESS IN EDUCATION HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #10	BRONX COLLABORATIVE HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #11	FORWARD SCHOOL (THE)	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	PS 6 WEST FARMS	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	PS 47 JOHN RANDOLPH	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	PS 195	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	PS 212	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	SCHOOL OF SCIENCE AND APPLIED LEARNING	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	FAIRMONT NEIGHBORHOOD SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	METROPOLITAN HIGH SCHOOL (THE)	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	BRONX CAREER AND COLLEGE PREPARATORY HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	BRONX REGIONAL HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	HIGH SCHOOL OF WORLD CULTURES	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #12	WINGS ACADEMY	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #13	PS 287 BAILEY K ASHFORD	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #13	BROOKLYN HIGH SCHOOL FOR LEADERSHIP AND COMMUNITY	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #14	PS 250 GEORGE H LINDSEY	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #14	LYONS COMMUNITY SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #15	PS 15 PATRICK F DALY	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #15	BROOKLYN SECONDARY SCHOOL FOR COLLABORATIVE STUDIES	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #15	RED HOOK NEIGHBORHOOD SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #15	WEST BROOKLYN COMMUNITY HIGH SCHOOL	CSI

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NEW YORK CITY GEOGRAPHIC DISTRICT #15	SOUTH BROOKLYN COMMUNITY HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #16	PS 308 CLARA CARDWELL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #16	MADIBA PREP MIDDLE SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #17	BROOKLYN ARTS AND SCIENCE ELEMENTARY SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #17	ACAD FOR COLLEGE PREP & CAREER EXPLORATION: A COLLEGE BOARD SCH	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #18	OLYMPUS ACADEMY	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #19	PS 213 NEW LOTS	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #19	PS 224 HALE A WOODRUFF	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #19	PS 273 WORTMAN	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #19	BROOKLYN GARDENS ELEMENTARY SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #19	SCHOOL OF THE FUTURE BROOKLYN	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #19	HIGHLAND PARK COMMUNITY SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #19	HIGH SCHOOL FOR CIVIL RIGHTS	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #23	PS 150 CHRISTOPHER	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #23	PS 327 DR ROSE B ENGLISH	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #23	KNOWLEDGE AND POWER PREP ACADEMY V	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #24	INTERNATIONAL HIGH SCHOOL FOR HEALTH SCIENCES	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #25	NORTH QUEENS COMMUNITY HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #27	FREDERICK DOUGLASS ACADEMY VI HIGH SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #29	QUEENS UNITED MIDDLE SCHOOL	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #29	EAGLE ACADEMY FOR YOUNG MEN III	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #31	PS 31 WILLIAM T DAVIS	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #32	PS 377 ALEJANDINA B DE GAUTIER	CSI
NEW YORK CITY GEOGRAPHIC DISTRICT #32	BUSHWICK LEADERS HS FOR ACADEMIC EXCELLENCE	CSI
NEW YORK MILLS UNION FREE SCHOOL DISTRICT	NEW YORK MILLS JUNIOR-SENIOR HIGH SCHOOL	CSI
NEWARK CENTRAL SCHOOL DISTRICT	PERKINS ELEMENTARY SCHOOL	CSI
NEWARK CENTRAL SCHOOL DISTRICT	NORMAN R KELLEY INTERMEDIATE SCHOOL	CSI
NEWARK CENTRAL SCHOOL DISTRICT	NEWARK MIDDLE SCHOOL	CSI
NEWBURGH CITY SCHOOL DISTRICT	VAILS GATE HIGH TECH MAGNET SCHOOL	CSI
NEWBURGH CITY SCHOOL DISTRICT	SOUTH MIDDLE SCHOOL	CSI
NIAGARA-WHEATFIELD CENTRAL SCHOOL DISTRICT	COLONIAL VILLAGE ELEMENTARY SCHOOL	CSI
NORTH COLLINS CENTRAL SCHOOL DISTRICT	NORTH COLLINS JUNIOR-SENIOR HIGH SCHOOL	CSI
NORTH SYRACUSE CENTRAL SCHOOL DISTRICT	ROXBORO ROAD ELEMENTARY SCHOOL	CSI
NORTHEAST CENTRAL SCHOOL DISTRICT	WEBUTUCK ELEMENTARY SCHOOL	CSI
ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT	ODESSA-MONTOUR JUNIOR/SENIOR HIGH SCHOOL	CSI
OGDENSBURG CITY SCHOOL DISTRICT	OGDENSBURG FREE ACADEMY	CSI
ONEIDA CITY SCHOOL DISTRICT	NORTH BROAD STREET SCHOOL	CSI
OPPORTUNITY CHARTER SCHOOL	OPPORTUNITY CHARTER SCHOOL	CSI
OSWEGO CITY SCHOOL DISTRICT	OSWEGO MIDDLE SCHOOL	CSI
PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT	TREMONT ELEMENTARY SCHOOL	CSI
PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT	BAY ELEMENTARY SCHOOL	CSI
PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT	MEDFORD ELEMENTARY SCHOOL	CSI
PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT	EAGLE ELEMENTARY SCHOOL	CSI
PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT	CANAAN ELEMENTARY SCHOOL	CSI
PEEKSKILL CITY SCHOOL DISTRICT	HILLCREST SCHOOL	CSI
POUGHKEEPSIE CITY SCHOOL DISTRICT	MORSE YOUNG MAGNET SCHOOL	CSI
RENAISSANCE ACADEMY CHARTER SCHOOL OF THE AR	RENAISSANCE ACADEMY CHARTER SCHOOL OF THE ARTS	CSI
RENSSELAER CITY SCHOOL DISTRICT	VAN RENSSELAER ELEMENTARY SCHOOL	CSI
RIVERHEAD CENTRAL SCHOOL DISTRICT	ROANOKE AVENUE SCHOOL	CSI
RIVERHEAD CENTRAL SCHOOL DISTRICT	RIVERHEAD MIDDLE SCHOOL	CSI
ROCHESTER CITY SCHOOL DISTRICT	SCHOOL 7-VIRGIL GRISSOM	CSI
ROCHESTER CITY SCHOOL DISTRICT	DR WALTER COOPER ACADEMY	CSI
ROCHESTER CITY SCHOOL DISTRICT	SCHOOL 12-JAMES P B DUFFY	CSI
ROCHESTER CITY SCHOOL DISTRICT	SCHOOL 16-JOHN WALTON SPENCER	CSI
ROCHESTER CITY SCHOOL DISTRICT	SCHOOL 19-DR CHARLES T LUNSFORD	CSI
ROCHESTER CITY SCHOOL DISTRICT	SCHOOL 20-HENRY LOMB SCHOOL	CSI
ROCHESTER CITY SCHOOL DISTRICT	SCHOOL 28-HENRY HUDSON	CSI
ROCHESTER CITY SCHOOL DISTRICT	SCHOOL 33-AUDUBON	CSI
ROCHESTER CITY SCHOOL DISTRICT	SCHOOL 43-THEODORE ROOSEVELT	CSI
ROCHESTER CITY SCHOOL DISTRICT	SCHOOL 44-LINCOLN PARK	CSI
ROCHESTER CITY SCHOOL DISTRICT	EAST UPPER HIGH SCHOOL	CSI
ROCHESTER CITY SCHOOL DISTRICT	JAMES MONROE HIGH SCHOOL	CSI
ROCHESTER CITY SCHOOL DISTRICT	JOSEPH C WILSON MAGNET HIGH SCHOOL	CSI
ROCHESTER CITY SCHOOL DISTRICT	JOSEPH C WILSON FOUNDATION ACADEMY	CSI

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ROCHESTER CITY SCHOOL DISTRICT	NORTHEAST COLLEGE PREPARATORY HIGH SCHOOL	CSI
ROCHESTER CITY SCHOOL DISTRICT	NORTHWEST COLLEGE PREPARATORY HIGH SCHOOL	CSI
ROCHESTER CITY SCHOOL DISTRICT	ROBERT BROWN SCHOOL OF CONSTRUCTION AND DESIGN	CSI
ROCHESTER CITY SCHOOL DISTRICT	VANGUARD COLLEGIATE HIGH SCHOOL	CSI
ROCHESTER CITY SCHOOL DISTRICT	INTEGRATED ARTS AND TECHNOLOGY HIGH SCHOOL	CSI
ROCHESTER CITY SCHOOL DISTRICT	LEADERSHIP ACADEMY FOR YOUNG MEN	CSI
ROCHESTER CITY SCHOOL DISTRICT	EAST LOWER SCHOOL	CSI
ROME CITY SCHOOL DISTRICT	GANSEVOORT ELEMENTARY SCHOOL	CSI
ROME CITY SCHOOL DISTRICT	JOHN E JOY ELEMENTARY SCHOOL	CSI
ROME CITY SCHOOL DISTRICT	LOUIS V DENTI ELEMENTARY SCHOOL	CSI
ROME CITY SCHOOL DISTRICT	GEORGE R STALEY UPPER ELEMENTARY SCHOOL	CSI
ROOSEVELT UNION FREE SCHOOL DISTRICT	ROOSEVELT MIDDLE SCHOOL	CSI
ROTTERDAM-MOHONASEN CENTRAL SCHOOL DISTRICT	DRAPER MIDDLE SCHOOL	CSI
SACHEM CENTRAL SCHOOL DISTRICT	WAVERLY AVENUE SCHOOL	CSI
SACHEM CENTRAL SCHOOL DISTRICT	CAYUGA SCHOOL	CSI
SALMON RIVER CENTRAL SCHOOL DISTRICT	SALMON RIVER MIDDLE SCHOOL	CSI
SARANAC LAKE CENTRAL SCHOOL DISTRICT	SARANAC LAKE MIDDLE SCHOOL	CSI
SCHENECTADY CITY SCHOOL DISTRICT	MARTIN LUTHER KING SCHOOL	CSI
SCHENECTADY CITY SCHOOL DISTRICT	LINCOLN SCHOOL	CSI
SCHENECTADY CITY SCHOOL DISTRICT	PAIGE SCHOOL	CSI
SCHENECTADY CITY SCHOOL DISTRICT	PLEASANT VALLEY SCHOOL	CSI
SCHENECTADY CITY SCHOOL DISTRICT	YATES SCHOOL	CSI
SCHENECTADY CITY SCHOOL DISTRICT	WILLIAM C KEANE ELEMENTARY SCHOOL	CSI
SODUS CENTRAL SCHOOL DISTRICT	SODUS JR/SR HIGH SCHOOL	CSI
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT	BROOKHAVEN ELEMENTARY SCHOOL	CSI
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT	BELLPORT MIDDLE SCHOOL	CSI
SYRACUSE CITY SCHOOL DISTRICT	CLARY MIDDLE SCHOOL	CSI
SYRACUSE CITY SCHOOL DISTRICT	BELLEVUE ELEMENTARY SCHOOL	CSI
SYRACUSE CITY SCHOOL DISTRICT	ROBERTS K-8 SCHOOL	CSI
SYRACUSE CITY SCHOOL DISTRICT	DR KING ELEMENTARY SCHOOL	CSI
SYRACUSE CITY SCHOOL DISTRICT	DANFORTH MIDDLE SCHOOL	CSI
SYRACUSE CITY SCHOOL DISTRICT	SEYMOUR DUAL LANGUAGE ACADEMY	CSI
SYRACUSE CITY SCHOOL DISTRICT	CORCORAN HIGH SCHOOL	CSI
SYRACUSE CITY SCHOOL DISTRICT	NOTTINGHAM HIGH SCHOOL	CSI
SYRACUSE CITY SCHOOL DISTRICT	LINCOLN MIDDLE SCHOOL	CSI
SYRACUSE CITY SCHOOL DISTRICT	WESTSIDE ACADEMY AT BLODGETT	CSI
TACONIC HILLS CENTRAL SCHOOL DISTRICT	TACONIC HILLSJUNIOR/SENIOR HIGH SCHOOL	CSI
TROY CITY SCHOOL DISTRICT	PS 2	CSI
URBAN CHOICE CHARTER SCHOOL	URBAN CHOICE CHARTER SCHOOL	CSI
UTICA CITY SCHOOL DISTRICT	JOHN F KENNEDY MIDDLE SCHOOL	CSI
WASHINGTONVILLE CENTRAL SCHOOL DISTRICT	ROUND HILL ELEMENTARY SCHOOL	CSI
WATERTOWN CITY SCHOOL DISTRICT	CASE MIDDLE SCHOOL	CSI
WAVERLY CENTRAL SCHOOL DISTRICT	WAVERLY MIDDLE SCHOOL	CSI
WEST CANADA VALLEY CENTRAL SCHOOL DISTRICT	WEST CANADA VALLEY JUNIOR-SENIOR HIGH SCHOOL	CSI
WORCESTER CENTRAL SCHOOL DISTRICT	WORCESTER SCHOOL	CSI
YONKERS CITY SCHOOL DISTRICT	CROSS HILL ACADEMY	CSI
YONKERS CITY SCHOOL DISTRICT	PALISADE PREPARATORY SCHOOL	CSI

