

Request for Proposal # 2022-PK  
For Universal Prekindergarten (UPK) Services  
2022-2023

**PROPOSAL DUE DATE: TUESDAY, APRIL 19, 2022, at 11 A.M.**

*PROPOSALS MUST BE RECEIVED NO LATER THAN THE ABOVE DUE DATE AND TIME*

Return to:

Hastings-on-Hudson Union Free School District  
Attn: Maureen Caraballo, Business Official/District Treasurer  
27 Farragut Avenue  
Hastings-on-Hudson, New York 10706

## 2022-23 Community-Based Organization Full-Day Universal Pre-Kindergarten Solicitation

### Section I: TO ALL PROVIDERS:

The Hastings-on-Hudson Union Free School District (“the District”) is seeking proposals from qualified agencies to administer the District’s Full Day Universal Pre-Kindergarten Program (“UPK”). The District is seeking an agency to provide the site and run the program. There are 32 estimated spots available. The maximum reimbursement rate per child is estimated at \$5,400. (Program must run 5-6 hours per day, 5 days per week for a minimum of 180 days per year). The contract(s) resulting from this solicitation will be for a term of up to one year. The contract, once awarded, shall be in effect from July 1, 2022 through June 30, 2023, with an option to renew for four additional one-year periods, at the discretion of the District, under the same terms and conditions as mutually agreed by District and the awarded firm.

Please submit one original and one copy of a sealed proposal for administration of the Universal Pre-Kindergarten Program for the Hastings-on-Hudson Union Free School District marked on the outside: **RFP# 2022-PK Universal Pre-Kindergarten Program**. The District will receive sealed proposals on or prior to 11am EST, Tuesday, April 19<sup>th</sup>, 2022, Proposals must be delivered to:

Maureen Caraballo  
Business Official/District Treasurer  
Hastings-on-Hudson Union Free School District  
27 Farragut Avenue  
Hastings-on-Hudson, New York 10706  
(914) 478-6405

Proposals received after the stated date will be returned to the sender, unopened. The proposer assumes the risk of any delay in the mail or by means of personal delivery, including any mishandling of mail and/or deliveries by employees of the District. The proposer has sole responsibility for having their proposal deposited on time at the place specified.

Proposals will be opened on the stated date but will not be read aloud. Any interested party may attend. There will be no discussion at the time of the opening of the proposals. The names of the proposing firms shall be available following the proposal opening.

Proposals shall be irrevocable for a minimum period of 45 days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Assistant Superintendent for Business, Facilities and Operations or her designee shall make such determination.

The Hastings-on-Hudson Union Free School District Board of Education intends to award a contract(s) in its best interest and reserves the right to reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the Hastings-on-Hudson Union Free School District to do so. No proposer shall have any legal, equitable or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the Hastings-on-Hudson Union Free School District, in its sole discretion, shall enter into a contract with the proposer(s) that it selects as the successful proposer(s). This Request for Proposals

("RFP") does not commit the District to award a contract or pay any cost incurred in the preparation of a proposal in response to this RFP.

Please read the attached material carefully before submitting your proposal. Incomplete proposals may not be considered.

**Proposers should be familiar with the following resources:**

Applicable laws and regulations for Universal Pre-Kindergarten Programs listed at

<http://www.nysed.gov/early-learning/laws-and-regulations>

Available New York State Education Department (“NYSED”) Field Memoranda and Guidance

Documents concerning early learning available at:

<http://www.nysed.gov/early-learning/field-memos-and-guidance-pertaining-early-learning>

Staff qualifications for Universal Pre-Kindergarten Programs (see 8 N.Y.C.R.R. § 151-1.3) Additional information is available through the NYSED “Frequently Asked Questions” link below:

<http://www.p12.nysed.gov/upk/faq.html>

**To be considered, your Community-Based Early Childhood Center must:**

Complete the proposal, including attachments by Tuesday, April 19th, 2022 at 11am. All sections and questions must be answered. Proposers that do not answer all sections and questions will not be reviewed. Each proposal will be reviewed by district staff members to determine the proposer’s ability to provide a high-quality, full-day learning experience for four-year-olds.

Host a site visit as part of the proposal review process.

**Eligibility**

“Eligible child” shall mean a child who is a resident of Hastings-on-Hudson Union Free School and who is four years of age on or before December 1st of the program year in which he or she is enrolled.

**Minimum Qualifications: Prior Experience**

**Option 1:** Proposers must be able to demonstrate a minimum of **12 months** experience in providing services to children at any point in their early development (ages birth-age 8) prior to submission of this proposal as one of these types of providers:

- Child Care Center (including Head Start/Early Head Start)
- Group Family Child Care
- Nursery School
- Preschool Special Education
- Article 43 School–Based Preschool Child Care Programs (includes private schools)
- Management Organization or Community-Based Organization affiliated with a charter school
- Provider of other educational services to children up to age 8 (e.g., after-school tutoring services)

**Option 2:** In lieu of the organization having at least 12 months experience, the educational director who will be on site must hold NYSED teacher certification in early childhood or childhood education, and have at least 24 months experience as a teacher, educational director or principal at a public or private school, within the past 36 months.

**Site Visit**

Before awarding a contract to a qualified proposer, the District will conduct an on-site evaluation of the site and facility of the proposer(s). A proposer who does not currently have an operating facility must provide a site that can be visited as part of a site visit as evidence of his/her potential to lead a high-quality UPK program. The proposer must be able to provide access to the proposed site for the District’s representatives conducting the site visit.

**In determining which proposal(s) are in the best interest of the District, the District will consider the following:**

1. the proposer's capacity to effectively, efficiently and immediately provide needed services;
2. the ease of utilization and accessibility of the program to parents and/or guardians;
3. capacity to provide ongoing staff development;
4. staffing patterns and qualifications;
5. documentation that all applicable health and safety codes and licensure or registration requirements are met;
6. anticipated fiscal share and other resources will be contributed to the universal prekindergarten program;
7. current program design and experience in providing developmentally-appropriate programs;
8. fiscal solvency;
9. stability of staff, rate of turnover and ability to fill vacancies in a timely manner;
10. articulated mission/philosophy statements;
11. record management and documentation procedures followed by the proposer;
12. administrative structure;
13. capacity and experience in serving children with disabilities;
14. capacity and experience in serving children and their parents and/or guardians when they are limited English proficient;
15. children's progress as demonstrated by assessments; and
16. demonstrated effectiveness of the proposer's program.

## Section II: ORGANIZATIONAL INFORMATION

|   |
|---|
| <b>Organization Name</b>  |
| <b>Address</b>  |
| <b>Telephone</b>  |
| <b>Fax</b>  |
| <b>Email Address</b>  |
| <b>Contact Person and Title</b>   |
| <b>Type of Organization</b><br><input type="checkbox"/> Public Institution <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Private Profit<br>Please attach proof of organizational status (e.g. 501C (3) IRS letter) |
| <b>Statement of the Organization's Mission:</b>   |
| <b>Chief Executive Officer</b>  |
| <b>Signature of Chief Executive Officer</b>   |

## Section III: ORGANIZATIONAL BACKGROUND

1. Describe your organization's history of providing quality early childhood programs. Please include information regarding services provided to children with disabilities and children with limited English proficiency. (Attach additional pages as needed)
  
2. Indicate your organization's capacity to provide Universal Pre-Kindergarten services.

#### Section IV: UNIVERSAL PRE-KINDERGARTEN SERVICES

1. Detail how your organization will meet the following goals and objectives of the Hastings-on-Hudson Union Free School District's Universal Pre-Kindergarten Program Plan:
  - a. Children will strengthen their cognitive skills.
  - b. Children will increase their early literacy skills (reading, writing, speaking, listening and information processing).
  - c. Children will increase their creative and artistic abilities.
  - d. Children will improve their inter- and intra-personal skills, increase their feelings of self-worth, and become independent at a developmentally appropriate level.
  - e. Children will increase their appreciation of diversity and improve their understanding of their own heritage and its relationship to their self-image and interactions with others.
  - f. Children will enhance their personal, physical and emotional wellness.
  - g. Children will increase their physical skills (fine and gross motor movement, kinesthetic and spatial relationships).
2. Detail how a child's progress will be documented by assessments.
3. Demonstrate the effectiveness of the organization's program.
4. Detail how your organization will meet the goals and objectives of the Hastings-on-Hudson Union Free School District Universal Pre-Kindergarten Program Plan.
5. Describe the early childhood services your organization will provide through the Universal Pre-Kindergarten program and how they will meet the following required components of Part 151 of the regulations of the Commissioner of Education and the NYS Pre-Kindergarten Foundation for the Common Core.
  - a. Provide support services to children and families such as social and health related services.
  - b. Meet the needs of English language learners.
  - c. Encourage parental involvement in their child's education.
  - d. Ensure parents have ease of utilization and access to program and program services.
  - e. Support transition/continuity with the District's K-3 program curriculum and the New York State Learning Standards.
  - f. Integrate preschool children with disabilities.
  - g. Indicate the on-going staff development opportunities in which Universal Pre-Kindergarten staff would be engaged.
  - h. How many students will the organization provide services for?
  - i. How many classrooms will the organization support?
  - j. How many hours per day will the Universal Pre-Kindergarten Program operate?
6. Explain how the proposed program will meet all applicable health and safety codes and licensure requirements (including the New York State Uniform Fire Prevention and Building Code).

7. Describe the collaborative relationship your organization proposes to have with the Hastings-on-Hudson Union Free School District.

The successful proposer(s) is required to provide high-quality, standards-based services that advance learning in all areas of development. High-quality programs advance children’s learning across all the developmental domains reflected in the NYS Prekindergarten Foundation for the Common Core. The successful proposer(s) will be required to conduct assessments to determine the developmental baseline and progress of all children participating in its UPK program, which must at a minimum provide for on-going assessment of the development of language, cognitive and social skills through valid and reliable assessment instruments and the assessment information must be used to inform classroom instruction.

**Section V: DISTRICT OVERSIGHT**

The District will provide direct oversight of the program via a District-employed New York State Certified School Administrator. The Administrator must have complete access to the buildings in which the UPK program is operated and will make announced and unannounced visits to the sites at any times when the program is in operation. Also, during the course of the year, District staff members will be making periodic visits to the facilities in which the UPK program is operated to ensure that the program is conducted in a developmentally appropriate way, provides rich academic experiences for the student and complies with the standards for preschool program established by the state.

The Administrator’s responsibilities will include:

- A. Monitoring the resulting contract and provide oversight of the Agency's program and support services.
- B. Overseeing the Agency's program in the implementation of the requirements of the New York State Education Department (“NYSED”) through a quarterly Quality Assurance review. The Agency must attend at least four leadership meetings with the District annually.
- C. Collaborating with the on-site Education Director on all program management, educational issues, design and implementation of Kindergarten transition and vertical articulation, child find responsibilities, talented and gifted curriculum, and bilingual education.
- D. Participating in the development, structure and delivery of instructional services, including program assessment.
- E. Providing a direct link to the District Administration for coordination of program services.
- F. Providing the UPK provider with support or guidance in hiring, staff observations and evaluations, if deemed necessary.
- G Providing support or guidance in consultation with the Education Director of the UPK program on teacher continuance based on the observation and evaluation processes, if deemed necessary.
- H. Unilaterally determining the student selection process for participation in the program.
- I. Assisting, if necessary, with the outreach to find children who are currently not being served in the District.

## Section VI: PROGRAM STAFFING

1. Describe how Universal Pre-Kindergarten services will be staffed. Include information regarding staff qualifications, staff patterns, proposed staff length of employment, and child-staff ratio. A teacher with a New York State Teaching Certificate in early childhood education (N-6 or N-3) is required for this program. Please refer to the Universal Pre-Kindergarten Regulations for minimal requirements.
2. Explain the administrative structure of the organization and how records are managed within the organization.
3. Describe documentation procedures followed by the organization.
4. Describe the supervisory structure for the proposed Universal Pre-Kindergarten services, including the qualifications of the supervisor(s).
5. Describe the process for coverage or substitution of staff as well as the ability of the organization to fill vacancies in a timely manner.

## Section VII: INSURANCE REQUIREMENTS

- I. The proposer(s) who are awarded a contract by the District will be required to comply with the insurance requirements in this Section. Certificates of insurance demonstrating compliance with the requirements of this Section shall be included in the proposal submitted to the District.
- II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the provider hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the UPK provider's insurance policies, with the exception of Workers' Compensation.
- III. The policy naming the District as an additional insured shall:
  - be an insurance policy from an A.M. Best rated "Secure" or better, New York State admitted insurer;
  - state that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers by using ISO additional insured endorsement CG 20 26 or equivalent;
  - state that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct.
- IV. The provider agrees to indemnify the District for any applicable deductibles.
- IV. Required Insurance:
  - **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - **Automobile Liability**  
\$1,000,000 combined single limit
  - **Workers' Compensation and NYS Disability** – proof of coverage must be on the forms as approved by the NYS Workers Compensation Board – proof of coverage on the Acord form is not acceptable. Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

\$1,000,000 each occurrence and aggregate on a “follow - form” basis.

- **Daycare Providers E & O Insurance** \$2,000,000 each occurrence and aggregate.  
Coverage for the errors and omissions of the board, administrators and employees.

- V. Provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The provider is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VI. At the District's request, the contractor shall provide a copy of the declaration page of the liability policy with a list of endorsements. If so requested, the contractor will provide a copy of the policy endorsements.

### **Section VIII: PROGRAM BUDGET**

#### **Parents cannot be charged a fee for participation in the Universal Pre-Kindergarten Program.**

1. Providers must submit a budget spreadsheet detailing all the program costs including but not limited to professional salaries, support staff salaries, purchased services, supplies and materials, travel expenses, employee benefits, indirect costs, equipment and any applicable transportation cost.
2. Detail any local matching funds to be used to support the Universal Pre- Kindergarten program.
3. The UPK provider must comply with all fiscal requirements including: creating an annual budget that will be submitted and approved by the District, maintaining income and expense reports supported by detailed invoices, and any other financial and programmatic records that detail allocation of UPK. The UPK provider will maintain a UPK budget that is separate from all other funding sources. The UPK provider will have processes and systems in place to safeguard against supplanting funds. The District will maintain separate budget codes for UPK and funds.

### **Section VIII: CONTRACT REQUIREMENTS**

#### **Parents cannot be charged a fee for participation in the Universal Pre-Kindergarten Program.**

1. Indemnification: The successful proposer(s) shall agree to defend, indemnify and hold harmless the Hastings-on-Hudson Union Free School District, its employees, officers, agents and Board of Education for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed claim, liability, action, suit or proceeding of whatever name or nature as the same may relate, in any manner, to the services provided by successful proposer(s), its employees, agents and individuals under its control pursuant to the awarded contract, including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties by successful proposer(s), its employees, agents and individuals under its control taken or made with respect to the awarded contract. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the Hastings-on-Hudson Union Free School District, its employees, officers, agents and Board of Education may be named as a party, notwithstanding that the successful proposer(s) may deem said claim, liability, suit, proceeding or action frivolous or without merit.

2. No Discrimination: 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 successful proposer(s) agrees it shall not discriminate against any employee or applicant for employment or individual associated with the District because of race, creed, color, sex, national origin, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, military status, familial status, marital status, status as a victim of domestic violence or any other basis protected by law. Services provided pursuant to the awarded contract shall be provided without regard to race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.
3. No Assignment: The successful proposer(s) may not assign, transfer or convey any of its respective rights or obligations under the awarded contract or subcontract any portion of the services set forth herein, without the prior written consent of the Hastings-on-Hudson Union Free School District, which consent may be withheld for any reason whatsoever or for no reason.
4. Modification or Amendment: No amendment, change or modification of the awarded contract shall be valid unless in writing, signed by both parties hereto.
5. Governing Law: The awarded contract shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.
6. Confidential Information: The successful proposer(s) will have to complete the Addendum Data Security and Privacy Plan that is attached to this RFP. The successful proposer(s) understands that in performing this Agreement they may have access to or acquire confidential information in possession of the School District or others, including, but not limited to names, facts or information about students, children and families. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to the successful proposer(s) concerning UPK attendees through any activity related to this Agreement. The successful proposer(s) agrees it, its officers, employees and/or agents shall keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, for their own benefit or for the benefit of another, either during or after the performance of the awarded contract, the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement or as explicitly authorized in writing by a parent or guardian of a UPK attendee or the Principal Contact Person of the District. The successful proposer(s) understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a material breach of the awarded contract. The successful proposer(s) agrees that if they receive a request for disclosure of confidential information, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, they shall notify the District prior to disclosing the confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order. The parties further agree that the terms and conditions set forth in this Confidentiality section and in the Addendum containing the Data Security and Privacy Plan shall survive the expiration and/or termination of this Agreement. To comply with the requirements of New York Education Law Section 2-d, the parties have agreed upon and attached hereto as an Addendum to this Agreement a Data Security and Privacy Plan.
7. Compliance with Laws: The successful proposer(s) shall comply, at its own cost and expense, with all applicable Federal, State and local statutes, rules, regulations and ordinances including, but not limited to, the New York State Safe Schools Against Violence in Education (SAVE) llaw, the Protection of People with Special Needs Act (PPSNA), the Federal Family Educational Rights and Privacy Act (“FERPA”) and Section -10- 2-d of the New York State Education.

- a. The successful proposer(s) shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to the awarded contract, those required by the New York State Department of Education, the Board of Education and/or the District at proposer's sole cost.
- b. The successful proposer(s) shall adhere to all requirements, protocols, policies and regulations of the New York State Education Department (including but not limited to the Commissioner of Education) applicable to the services to be provided hereunder.
- c. The successful proposer(s) acknowledges and agrees that they and their employees may be subject to fingerprinting and a criminal history record check as may be required by the SAVE law and other sections of the Education Law of the State of New York. In such an event, the Contractor agrees to cooperate with the District and to complete all necessary forms and procedures to obtain required fingerprinting and criminal history checks, all at no cost or expense to the District.
- d. The successful proposer(s) further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be fully cleared by the New York State Education Department prior to providing the services required by the awarded contract. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services required by the awarded contract. If the successful proposer(s) utilizes an individual who is required to and who has not obtained fingerprinting clearance with the New York State Education Department, the District shall have the right to immediately terminate the awarded contract. The successful proposer(s) agrees to cooperate with the District and to complete all necessary forms or procedures to obtain required fingerprinting and criminal history checks, all at no cost or expense to the District.

8. Termination:

- a. The awarded contract may be terminated by the District with or without cause upon thirty (30) days prior written notice to the successful proposer(s). Upon such termination, the successful proposer(s) shall be paid for all work performed in accordance with the awarded contract through the date of termination. The successful proposer(s) shall not be entitled to any additional payments, whether on account of lost profits or otherwise.
- b. The awarded contract may be terminated for cause by the District in the event of a breach of the awarded contract by the successful proposer(s), upon five (5) days' written notice from the District, unless a shorter period of time is specifically provided for elsewhere in the awarded contract. In the event of such termination, the District shall only be responsible to pay for services actually rendered by the successful proposer(s) in full compliance with the awarded contract prior to the termination on a pro rata basis and may deduct from such sums owed any costs incurred by the District as a result of the successful proposer(s)'s breach.

9. Class Size: The maximum class size for a prekindergarten class is 20 children. For classes of up to 18 students, there must be one teacher and one paraprofessional assigned to each class. For classes of 19 or 20 students, there must be one teacher and two paraprofessionals assigned to each class. Food service staff, security officers, family members are not considered paraprofessionals and should not be utilized to fulfill the above-described staffing requirements.

10. Staff Qualifications

Staff, teachers, social workers, and administrators must have in-depth knowledge of child development and how young children learn, as evidenced by experience and certification.

**All UPK staff must meet the staff qualifications explained in New York State UPK program regulations (see 8 N.Y.C.R.R. § 151-1.3).**

All UPK teachers employed by collaborating agencies must have one of the following:

- a. A teaching license or certificate valid for service in the early childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80).
- b. A teaching license or certificate for students with disabilities valid for service in the early childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80).
- c. A bachelor's degree in early childhood or a related field and a written plan to obtain a certification valid for service in the early childhood grades within five years.
- d. A teaching license or certificate valid for services in the childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80), and a written plan to obtain a certification valid for service in the early childhood grades within five years.

A prekindergarten teaching assistant providing instructional support in a prekindergarten classroom shall meet qualifications pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80).

**Educational Directors:** Until all universal prekindergarten teachers at an eligible agency site possess a teaching license or certificate valid for services in the early childhood or childhood grades, the agencies operating such programs shall employ an on-site education director during the hours that the prekindergarten program is in operation that will be responsible for program implementation. The on-site director shall possess a baccalaureate degree in early childhood education or related field of study and a teaching license or certificate valid for services in the early childhood or childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education (8 N.Y.C.R. R. Part 80).

In addition, when 15 or more children share the same first language other than English, a bilingual certification extension or license is required. In the absence of a certified bilingual early childhood teacher, a monolingual certified teacher should be paired with a bilingual teacher assistant/teacher aide who speaks the children's native language. If this cannot be achieved, a certified English as a Second Language (ESL) teacher must be assigned to the class.

Social workers who serve the needs of UPK children and their families must also be appropriately certified.

Space The early childhood classroom shall have at least a minimum of 30 square feet per child of usable activity space, excluding cloakrooms, bathrooms and storage facilities (540 square feet for 18 children; 570 for 19 and 600 for 20 children). Bathroom facilities are within the room or immediately accessible on the same floor as the classroom. In addition, the site should have an outdoor play area of at least 75 square feet per child or a play area within walking distance of the site. Space, equipment and furniture shall be provided and maintained in a state of good repair and sanitation. Sinks with warm running water conveniently located in early childhood classrooms support sanitary practices. No UPK classroom shall be above the third floor. Every early childhood provider must secure and identify a facility that complies with:

- the applicable requirements of Americans with Disabilities Act
- all applicable fire and safety building codes

Documentation of compliance with these regulations must be maintained on file at the site.

**11. Allowable Dates of Service**

The UPK program must provide at least one-hundred and eighty (180) days of instruction, including four (4) days scheduled for professional development. Providers will not be reimbursed for services provided on Saturday, Sunday, or legal holidays:

- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veteran's Day (November 11th)
- Thanksgiving (4th Thursday in November)
- Christmas (December 25th or the legally recognized holiday)
- New Year's (January 1st or the legally recognized holiday)
- Martin Luther King, Jr. Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (the last Monday in May)
- Juneteenth Day (19th day of June)

12. Trips Field trips must contain an educational component and be age and developmentally appropriate. Each field trip that involves private bus transportation must:

- take place between the months of January and June (to ensure that all children have turned 4 and are eligible for bus transportation) and
- receive prior approval from the District.

Providers may not offer more than three (3) field trips that involve transportation during a given school year.

Walking field trips may be taken all year; there is no limit on the number of walking trips permitted per year. Programs must have a signed permission slip allowing walking trips on file for each child.

13. Religious Worship Providers are prohibited from engaging in religious worship, religious instruction, or proselytizing during the UPK Program.

14. Safety Plan

All providers must maintain a current safety plan. The plan must be maintained on site and available for inspection. The safety plan must be updated when and if requirements change in accordance with state and local regulations.

15. Security Clearance All staff members, any independent contractors, substitutes and consultants, who have direct contact with students engaged in the UPK Program **must be fingerprinted and receive full clearance *before* having any contact with UPK students.**

## Section X: CONTACT INFORMATION

Maureen Caraballo  
Business Official/District Treasurer  
Hastings-on-Hudson Union Free School District  
27 Farragut Avenue  
Hastings-on-Hudson, New York 10706  
(914) 478-6405  
[Caraballo@hohschools.org](mailto:Caraballo@hohschools.org)

Section XI: TIMELINE

Tuesday, April 19th, 2022 RFP Due Date

April 19-April 30th Review and Interview Providers

May 4<sup>th</sup> Contract Award

September 1, 2022 Contract Start Date

**ADDENDUM**  
**DATA SECURITY AND PRIVACY PLAN**

\_\_\_\_\_, having offices at \_\_\_\_\_, (hereinafter “Third-party Contractor”) and Hastings-on-Hudson Union Free School District, having offices at 27 Farragut Avenue, Hastings-on-Hudson, NY 10706 (hereinafter the “School District”) hereby agree to make this Data Security and Privacy Plan part of their Agreement for services.

1. Definitions: Terms used in this Data Security and Privacy Plan (the “Plan”) shall have the same meanings as those found in New York Education Law Section 2-d(1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined herein.
2. Confidential Information. Third-party Contractor understands that in performing its Agreement with the School District, Third-party Contractor, its employees, officers, agents and subcontractors may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about individuals, businesses and families. Third-party Contractor may also have access to or acquire confidential information, potentially including student data, student directory information, student records, teacher or principal data, personnel information and records, information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Plan and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Third-party Contractor through any activity related to the Agreement, except information available to Third-party Contractor from third parties on an unrestricted basis. Third-party Contractor understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Plan and the Agreement. Third-party Contractor agrees that if a request for disclosure of confidential information obtained from the School District is received, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, the School District will be notified prior to disclosing the School District’s confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order.
3. Without limiting any of the foregoing statements, Third-party Contractor further agrees:
  - a. To execute, comply with and incorporate as Exhibit “1” to this Plan, as required by New York State Education Law Section 2-d and its implementing regulations, the Parents’ Bill of Rights for Data Privacy and Security developed by the School District;
  - b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
  - c. To comply with the data security and privacy policy of the School District, New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education as well as any changes to the policy, law and regulations that may be enacted, adopted and/or become effective during the term of the Agreement;
  - d. Not to sell, use or disclose personally identifiable student, teacher or principal data or information for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;

- e. Not to use the education records of the School District or any personally identifiable student, teacher and/or principal information or data of the School District, as those terms are defined in New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education, for any purpose other than those explicitly authorized in this Plan or the Agreement;
- f. To use and maintain reasonable administrative, technical and physical safeguards and practices that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices to protect the security, confidentiality and integrity of personally identifiable student, teacher and/or principal information or data of the School District while in motion or in the custody of Third-party Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement and the Third-party Contractor represents and warrants that it has the following safeguards and practices in place to protect personally identifiable information that it receives, maintains, stores, transmits or generates pursuant to the Agreement: (i) data is stored in a secure data center that monitors the access doors, has fire and security monitoring, has system health and intrusion monitoring, data backups and retentions; and (ii). data storage and access is protected by passwords and use of encryption that complies with the Advanced Encryption Standard (AES) with minimum of 128 bit key encryption or better;
- g. To limit internal access within Third-party Contractor to personally identifiable student, teacher and principal information and data of the School District to only those officers, directors, employees, or authorized sub-contractors or assignees of the Third-party Contractor that are determined to need access to such records or data to perform the services set forth in the Agreement;
- h. To use encryption to protect personally identifiable student, teacher and or principal information or data of the School District in Third-party Contractor's custody while in motion or at rest from unauthorized disclosure by using encryption that complies with the Advanced Encryption Standard (AES) with minimum of 128 bit key encryption or better.
- i. Not to disclose any personally identifiable student, teacher or principal information or data of the School District, as those terms are defined in New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education, directly or indirectly, to any other party who is not an officer, director, employee or authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out Third-party Contractor's obligations under the Agreement in compliance with New York State and federal law, regulations, and the Agreement, unless
  - i. the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student; or
  - ii. the other party has the prior written consent of the applicable teacher or principal; or
  - iii. the disclosure to the other party is required by statute, subpoena or court order and the Third-party Contractor provides a notice of disclosure to the New York State Education Department or the School District no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute, subpoena or court order;

- j. To impose on any sub-contractor engaged by the Third-party Contractor, with the consent of the School District, to perform any of its obligations under the Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on the Third-party Contractor in the Agreement and by state and federal law and regulations, including but not limited to Section 2-d of New York State Education Law and Part 121 of the Regulations of the New York State Commissioner of Education;
- k. In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to the Agreement, the challenge will be directed to the School District and processed in accordance with the School District's procedures;
- l. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to the Agreement, the challenge will be directed to the School District and processed in accordance with the procedures the School District has established for challenging annual professional performance review ("APPR") data;
- m. To immediately notify the School District in the most expedient way possible and without unreasonable delay and within twenty-four (24) hours of any breach or of discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators was breached and/or released without authorization;
- n. To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;
- o. In the event of a breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers or administrators by or attributable to Third-party Contractor, Third-party Contractor must pay for or promptly reimburse the School District for the full cost of any notifications the School District makes as a result of the breach or unauthorized release;
- p. To cooperate with the School District and other parties to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information;
- q. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Third-party Contractor; and
- r. In the event the Third-party Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Agreement, the School District, at its sole discretion, may immediately terminate the Agreement.

4. The Third-party Contractor will implement all state, federal and local data security and privacy requirements over the term of the Agreement in a manner that is consistent with the data security and privacy policy of the School District.
5. Confidentiality Training. Third-party Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District’s students as well as its teachers and principals. Prior to obtaining access or any further access to personally identifiable information of the School District’s students, teachers and principals, Third-party Contractor represents and warrants that any officers, employees, subcontractors or agents of Third-party Contractor, who will have access to student, teacher and/or principal data of the School District, have received or will receive training on the federal and state laws governing confidentiality of such data from/by:  
[insert how the training was or will be done]

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6. The Third-party Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents’ Bill of Rights for Data Privacy and Security of the School District with respect to the Agreement, as stated in Exhibit 1 to this Plan, is accurate.

7. Will the Third-party Contractor utilize sub-contractors in the performance of the Agreement? (circle one)
  - a. Yes
  - b. No

If Yes, the Third-party Contractor agrees that it will not share Confidential information with any additional parties, including an authorized sub-Vendor or non-employee agent, without prior written consent of the School District and, when such consent is provided the Third-party Contractor will ensure that any subcontractor or other person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the School District’s Parents’ Bill of Rights, and the federal Family Educational Rights and Privacy Act (“FERPA”). In addition, the Third-party Contractor will ensure that each subcontractor, person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data has a Data Security and Privacy Plan in place.

8. Describe what actions will be taken by the Third-party Contractor to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data?

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9. Upon the expiration or termination of the Agreement, if requested by the School District, the Third-party Contractor will assist the School District in exporting all student, teacher or principal data previously received by the Third-party Contractor or generated by the Third-party Contractor pursuant to the Agreement in a format acceptable to the School District. In addition, within 90 days of the expiration or termination of the Agreement, at the sole discretion of the School District, all information and data of the School District remaining in the possession of the Third-party Contractor will be returned to the School District or the Third-party Contractor will provide confirmation to the School District that the School District's data in its possession has been securely destroyed in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. Within 90 days of expiration or termination of the Agreement, the Third-party Contractor also will provide confirmation to the School District that all emails containing personally identifiable information of the School District's students are returned to the School District and deleted from the Third-party Contractor's email account in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. If, with the consent of the School District, student data or teacher or principal data is to be maintained by the Third-party Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Third-party Contractor in a secure data facility located within the United States
10. It is understood that further revisions to this Plan or the Agreement may be necessary to ensure compliance with New York State Education Law Section 2-d if School District policies are adopted or revised or if either New York Education Law Section 2-d or Part 121 of the Regulations of the New York Commissioner of Education are amended. Third-party Contractor and the School District agree to take such additional steps as may be necessary at that time to facilitate compliance with New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education.
11. The parties further agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.
12. The undersigned representative of Third-party Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Third-party Contractor with full legal rights, power and authority to enter into this Plan on behalf of Third-party Contractor and to bind Third-party Contractor with respect to the obligations enforceable against Third-party Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Data Privacy and Security Plan on the dates set forth below.

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|---|---|
| <p>HASTINGS-ON-HUDSON UNION FREE<br/>SCHOOL DISTRICT</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>INSERT NAME OF THIRD-PARTY<br/>CONTRACTOR</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|---|

**EXHIBIT 1**

AUFSD Parents Bill of Rights for Data Privacy and Security

## **Supplemental Information for Third Party Contracts**

For purposes of further ensuring confidentiality and security of student data, each contract (“Agreement”) the Hastings-on-Hudson Union Free School District (the “District”) enters into with a third-party contractor (the “Contractor”) shall include a Data Security and Privacy Plan that includes a signed copy of the District’s Parents’ Bill of Rights and in which Plan the Contractor agrees to abide by the District’s Parents’ Bill of Rights and to comply with the following:

- 1. Exclusive Purposes for which Student Data Will Be Used.** Use of Personally Identifiable Information (“PII”) under the Agreement will be limited to that necessary for the Contractor to perform the duties outlined in the Agreement and the services associated with that function. The Contractor further agrees that no PII will be sold or used for marketing or commercial purposes.
- 2. Protective Measures Regarding Third Parties.** The Contractor will ensure that any subcontractor or other person or entity with whom the Contractor shares student data and/or teacher or principal data, if applicable, agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the District’s Parents’ Bill of Rights, and the Family Educational Rights and Privacy Act (“FERPA”). In addition, the Contractor will ensure that each subcontractor, person or entity with whom the Contractor shares student data and/or teacher or principal data has a Data Security and Privacy Plan in place.
- 3. Expiration of Agreement.** Absent renewal, the Agreement expires annually on June 30th. If the District does not renew the Agreement past June 30th of the contractual year, all student data shall be deleted, within 90 days, in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. The Contractor will ensure, at the sole discretion of the District that all student data are returned to the District or provide confirmation to the District that the data in its possession has been securely destroyed. The Contractor will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Contractor’s email account.
- 4. Challenge to Accuracy of Data.** A parent, student, teacher or principal can challenge the accuracy of the Data received or generated by the Contractor in writing addressed to the Superintendent of School, Hastings-on-Hudson Union Free School District, 27 Farragut Avenue, Hastings-on-Hudson, NY 10706.
- 5. Storage of Data.** Student data shall be stored in a secure data center using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retentions. Data storage and access shall comply with the Advanced Encryption Standard (AES) with minimum of 128 bit key encryption or better.

6. **Breach of Personally Identifiable Information.** The Contractor must notify the District of any breach or unauthorized release of PII within 24 hours of any such breach or Contractor's knowledge of such breach. The Contractor shall promptly reimburse the District and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of PII by the Contractor, its subcontractors, and/or assignees.

\_\_\_\_\_  
Vendor

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Print Name Title

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Signature Date

## EDUCATION LAW§ 2-d BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Parents (includes legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law§ 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.
3. State and federal laws such as Education Law§ 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at [www.nysed.gov/data-privacy-security](http://www.nysed.gov/data-privacy-security), and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. Complaints may be submitted to NYSED at [www.nysed.gov/data-privacy-security](http://www.nysed.gov/data-privacy-security); by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474- 0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/ Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/ Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/ Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/ Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder / Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/ it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/ Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

**Authorized Signature & Title** \_\_\_\_\_

**Date:**

## NON-COLLUSIVE BIDDING/PROPOSAL CERTIFICATION

Section 103-d, General Municipal Law. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidders and affirmed by such bidder as true under the penalties of perjury,

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of any joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1 The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with another bidder or with any competitor,
  - 2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - 3 No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
  
- b. Any bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Signed \_\_\_\_\_ Title

**PROPOSER WARRANTIES**

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Hastings-on-Hudson Union Free School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

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**Firm's Name**

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**Address**

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**City, State, Zip**

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**(Print Name)** **(Signature)**

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**(Phone)** **(Fax)**

