

Request for Proposal #1-2023

For Universal Prekindergarten (UPK) Services

September 5, 2023 – June 25, 2024

PROPOSAL DUE DATE: February 17, 2023 at 4:00 p.m.

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

Return to:

Hendrick Hudson School District

Attn: Dr. Margaret Ruller, Executive Director Curriculum & Instruction

61 Trolley Road

Montrose, New York 10548

September 2023 – June 2024 Community-Based Organization Full-Day Universal Pre-Kindergarten Solicitation

Section I: TO ALL PROVIDERS:

The Hendrick Hudson 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 provide a UPK program for between 10% and 100% of the students, dependent upon the number and capacity of community-based organizations and the District's capacity to provide any part of the program in-District. There are currently up to 54 spots available. The reimbursement rate per child is \$5400. (Program must run 5-6 hours per day, 5 days per week for a minimum of 180 days in the 2023-2024 school year). The contract(s) resulting from this solicitation will be for a term of one school year. The contract, once awarded, shall be in effect from September 1, 2023 through June 30, 2024, with an option to renew for four additional one-year periods.

Please submit one original and one copy of a sealed proposal for administration of the Universal Pre-Kindergarten Program for the Hendrick Hudson School District marked on the outside:

RFP# 1-2023 Universal Pre- Kindergarten Program. The District will receive sealed proposals on or prior to 4:00 EST, Friday, February 17, 2023. Proposals must be delivered to:

Dr. Margaret Ruller
Executive Director Curriculum & Instruction
Hendrick Hudson School District
61 Trolley Road
Montrose, New York 10548
(914) 257-5132

Pre-proposal questions must be submitted in writing via email to Dr. Ruller at margaret.ruller@henhudschoools.org no later than Wednesday, February 8, 2023. Answers will be posted on henhudschoools.org no later than Friday, February 10, 2023 at 2:00 p.m.

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 his/her/its 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 120 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 Executive Director of Curriculum and Instruction or his/her designee shall make such determination.

The District’s 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 invite new proposals, 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 Hendrick Hudson School District to do so. The District reserves the right to request additions, clarifications or corrections to proposals received. 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 Hendrick Hudson 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 proposal process. Proposers are solely responsible for their own expenses in preparing a proposal, attending any interview, preparing a presentation to support their proposals, submitting additional information and subsequent negotiations with the District, if any.

All materials submitted in response to this RFP shall become the property of the District. All proposals may be made available upon request for public inspection, except to the extent that the proposer has designated, and the District concurs, that certain information constitutes a trade secret or other proprietary information or data. If a proposer believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the District of this fact shall accompany the proposal and the information is to be identified wherever it appears. Identifying an entire proposal as proprietary is unacceptable and will result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.

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 February 17, 2023 at 4:00 p.m. 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 Hendrick Hudson School District 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 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. quality of proposed comprehensive UPK Program
2. general experience in the field
3. experience and qualifications of professional staff assigned to the program;
4. the proposer’s capacity to effectively, efficiently and immediately provide needed services;
5. the ease of utilization and accessibility of the program to parents and/or guardians;
6. capacity to provide ongoing staff development;
7. staffing patterns and qualifications;
8. documentation that all applicable health and safety codes and licensure or registration requirements are met;
9. anticipated fiscal share and other resources will be contributed to the universal prekindergarten program;
10. current program design and experience in providing developmentally-appropriate programs;
11. fiscal solvency;
12. stability of staff, rate of turnover and ability to fill vacancies in a timely manner;
13. articulated mission/philosophy statements;

14. record management and documentation procedures followed by the proposer;
15. administrative structure;
16. capacity and experience in serving children with disabilities;
17. capacity and experience in serving children and their parents and/or guardians when they are limited English proficient;
18. children's progress as demonstrated by assessments; and
19. demonstrated effectiveness of the proposer's program.

Section II: ORGANIZATIONAL INFORMATION

Organization Name
Address
Telephone
Fax
Email Address
Contact Person and Title
Type of Organization ☐ Public Institution ☐ Private Non-Profit ☐ Private Profit Please attach proof of organizational status (e.g. 501(c)(3) IRS letter)
Statement of the Organization's Mission:
Chief Executive Officer
Signature of Chief Executive Officer

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. Describe how your organization will meet the following goals and objectives of the Hendrick Hudson 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. Describe 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 Hendrick Hudson 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/guardians 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 Hendrick Hudson 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 time 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 programs established by the state.

The Administrator's responsibilities will include:

- A. Monitoring the resulting contract and providing 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

1. Proposers 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. **Parents/guardians cannot be charged any fee for participation or registration in the Universal Pre-Kindergarten Program.**
3. Describe any local matching funds to be used to support the Universal Pre- Kindergarten program.
4. 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

1. **Indemnification:** The successful proposer(s) shall agree to defend, indemnify and hold harmless the Hendrick Hudson 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 Hendrick Hudson 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 Hendrick Hudson 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 he/she/it 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 his/her/its 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 breach of the awarded contract. The successful proposer(s) agrees that if he/she/it receives 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, he/she/it 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) legislation, the Protection of People with Special Needs Act (PPSNA), the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 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.
 - 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 he/she/it and his/her/its employees may be subject to fingerprinting and a criminal history record check as may be required by the SAVE legislation 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 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.

- e. The successful proposer(s) further agree to comply with all applicable federal, New York State and Westchester County statutes, regulations, procedures, orders and protocols and all District requirements related to mitigating the risk of the transmission and spread of COVID-19 and/or any other potentially severe and highly transmissible illnesses. The successful proposer(s) further agree to have a plan in place to provide distance learning for students or classes that must quarantine due to diagnosis or exposure and/or in the event school is closed due to the incidence of COVID-19 and/or any other potentially severe and highly transmissible illnesses and/or in any other circumstances in which District schools are closed but are required by New York State to provide distance learning.

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. No Charges to Parent(s)/Guardian(s): Parents/guardians cannot be charged any fee for participation or registration in the Universal Pre-Kindergarten Program.
11. 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.

12. 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.

13. Allowable Dates of Service

The UPK program must provide at least ninety (90) days of instruction, including two (2) days scheduled for professional development. Providers will not be reimbursed for services provided on Saturday, Sunday, or District or legal holidays.

14. Trips: Field trips must contain an educational component and be age and developmentally appropriate. Each field trip that involves private bus transportation must 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 should have a signed permission slip allowing walking trips on file for each child.

15. Religious Worship: Providers are prohibited from engaging in religious worship, religious instruction, or proselytizing during the UPK Program.
16. 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.
17. 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 clearance *before* having any contact with UPK students.**

Section X: CONTACT INFORMATION

Dr. Margaret Ruller
Executive Director Curriculum & Instruction
Hendrick Hudson School District
61 Trolley Road
Montrose, New York 10548
(914) 257-5120
Fax: (914)-257-5141
Email: margaret.ruller@henhudschools.org

Section XI: TIMELINE

February 1, 2023: Advertisement and release Date for RFP
February 17, 2023 at 4:00 p.m.: RFP Due Date
February 17, 2023 at 4:00 p.m. through February 28, 2023: Review and Interview Providers
Anticipated for May 1, 2023: Contract Award
Contract Start Date: September 1, 2023

ADDENDUM
DATA SECURITY AND PRIVACY PLAN

_____, having offices at _____
(hereinafter “Third-party Contractor”) and Hendrick Hudson School District, having offices at 61 Trolley Road, Montrose, NY 10548 (hereinafter the “School District”) hereby agrees to make this Data Security and Privacy Plan part of their Agreement for services and attach it as an Addendum to that Contract.

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. To limit access to personally identifiable information, student data, and teacher or principal data to those individuals (including but not limited to officers, employees, agents and

sub-contractors of Third-party Contractor) that are determined to need such records or data to perform the services set forth in the Agreement;

- e. 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, unless explicitly authorized in this Plan or the Agreement;
- f. 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;
- g. 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;
- h. 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;
- i. 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.
- j. 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;
- k. 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;
- l. 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;
- m. 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;
- n. 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;
- o. 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;
- p. 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;
- q. 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;
- r. 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

- s. 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]

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

<p>HENDRICK HUDSON SCHOOL DISTRICT</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>		<p>_____</p> <p>Name of Third Party Contractor</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Supplemental Information for Third Party Contracts

For purposes of further ensuring confidentiality and security of student data, each contract (“Agreement”) the Hendrick Hudson School District (the “District”) enters into with a third-party contractor (the “Contractor”) shall include a signed 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 Schools, Hendrick Hudson School District, 61 Trolley Road, Montrose, NY 10548.
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 retention. 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.

PARENT BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to [Section 2-d of the NYS Education Law](#), parents and students are entitled to certain protections regarding confidential student information. The District is committed to safeguarding personally identifiable information from unauthorized access or disclosure, as set forth below:

1. A student's personally identifiable information will not be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. The District is committed to implementing safeguards associated with industry standards and best practice under state and federal laws protecting the confidentiality of personally identifiable information, including but not limited to, encryption, firewalls, and password protection when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/inventory-of-data-elements-collected-by-nysed_0.pdf or may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to have complaints addressed about possible breaches of student data. Complaints should be directed to the Superintendent of Schools, Mr. Joseph E. Hochreiter at (914) 257-5112, or by email: Joseph.Hochreiter@henhudschools.org or by correspondence to Hendrick Hudson School District, 61 Trolley Road, Montrose, NY 10548.

Vendor: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____