



# Public Schools of the Tarrytowns

## **REQUEST FOR PROPOSAL – UNIVERSAL PRE-KINDERGARTEN PROGRAM**

### **RFP # 2024-04**

The Union Free School District of the Tarrytowns, hereinafter referred to as the “District” or “Tarrytown UFSD”, invites proposals for the Universal Pre-Kindergarten Program.

This is a one-year contract for the fiscal year 2024-2025 with up to four annual renewals, said term being subject to the annual review and recommendation of Superintendent of Schools and the approval of the Board of Education of Tarrytown UFSD.

#### **1. Introduction**

Tarrytown UFSD invites proposals (“RFP”) from qualified agencies (the “Agencies”) to administer a portion of the District’s full-day Universal Pre-Kindergarten (“UPK”) Program for the 2024-2025 school year, with an option to renew for the 2025-2026, 2026-2027, 2027-2028, 2028-2029 school years. The District is seeking Agencies to operate classes of the UPK Program at their own site. The District’s UPK Program currently serves a maximum of 108 pre-kindergarten (“Pre-K”) students in daily sessions of 6.5 hours. The District is seeking to increase the number of Pre-K students it can serve.

Tarrytown UFSD is a high-performing suburban school district serving a diverse population of approximately 2,800 students, Prekindergarten through 12th grade.

#### **2. PROPOSAL DUE DATE**

Proposals will be accepted up until 2:00 pm on Monday, April 29, 2024 in the Business Office, 200 N Broadway, Sleepy Hollow, NY 10591 and submitted to the attention of Brian Fried, Assistant Superintendent for Business.

Proposals received after the stated date will not be accepted. Each 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. Each Proposer is solely responsible for having its proposal deposited on time at the place specified.

Proposals will remain firm for a period of 45 days following the date of the opening and, thereafter, shall remain firm until and unless the Proposer provides written notice to the Tarrytown UFSD, Assistant Superintendent for Business that the proposal has been withdrawn.

### **3. PRE-PROPOSAL QUESTIONS**

All questions must be submitted in writing via email to Brian Fried [bfried@tufsd.org](mailto:bfried@tufsd.org) no later than 2:00 pm, Monday, April 22, 2024. All questions and answers will be posted on [www.tufsd.org](http://www.tufsd.org) no later than April 24, 2024 at 2:00 pm.

The District reserves the right to amend the RFP based on questions and issues raised at any time prior to the RFP submission deadline.

Failure of any Proposer to receive any Addendum or interpretation issued shall not relieve any Proposer from any obligations of the RFP as so modified or interpreted. No oral interpretation of this RFP (including but not limited to its terms, instructions, appendices, or addenda) will be binding on the District. Only questions answered by formal written Addenda will be binding on the District.

Information obtained from any source other than Brian Fried, the District's Assistant Superintendent for Business, is not official and may be inaccurate.

### **4. CONTRACT TERM AND RENEWAL(S)**

The contract, once awarded, shall be in effect from July 1, 2024 through June 30, 2025 (the "Agreement"), with the option to renew annually for the 2025-2026, 2026-2027, 2027-2028 and 2028-2029 school years, at the discretion of the Board of Education, under the same terms and conditions as the awarded contract or as mutually agreed upon by the District and the selected Provider. For each renewal year, the compensation to the Agency shall be limited to the compensation paid in the prior year increased by the lesser of (a) the consumer price index utilized to calculate the District's tax cap (CPI-U) and (b) two percent.

At the end of any Agreement's term, the District reserves the right to extend the term of the Agreement at the same terms and conditions for a period of up to sixty (60) calendar days for the purpose of installing a new contract.

The selected Provider will notify the District in writing no later than ninety (90) calendar days in advance of the end of the term of any Agreement to discuss renewal. This Agreement shall not automatically renew. The Agreement will continue on a month-to-month basis using an agreed-upon methodology to determine the month-to-month pricing.

### **5. NATURE OF SERVICES REQUIRED**

The District is seeking proposals from qualified agencies to subcontract with the District under a Universal Pre-Kindergarten Grant pursuant to Section 3602-e of New York State Education Law, under the United States Department of Education and United States Department of Health and Human Services in Partnership with New York State Education Department. The Provider will work in collaboration and under the supervision of the District to provide pre-kindergarten placements. The Provider is expected to provide a quality program by adopting "best practices" program standards including valid and reliable measures of environmental quality, the quality of teacher-student interactions, and student outcomes.

The selected Provider shall provide Universal Pre-Kindergarten program services consisting of but not limited to, the following:

- A. 6.5 hours per day, five days per week program for four-year olds for at least 180 days during the 2024-2025 school year. The program will be open to resident children who are four years of age on or before December 1. Children will be selected by a lottery when there are more children than UPK spots available in a given year.
- B. Teachers must hold a teaching license or certificate valid for service in the early childhood grades. Teachers who are not certified must have a five-year plan that will lead to obtaining NYS teacher certification in Early Childhood Education (Birth – Grade 2). Proposers must provide to the District a copy of the five-year plans as part of the RFP process. All Proposers who have uncertified teachers providing instruction in a UPK classroom must have an on-site education director who holds a valid NYS teacher certification in either Early Childhood Education (Birth – Grade 2) or Childhood Education (N-Grade 6).
- C. The program must be aligned with all Tarrytown UFSD policies and will meet the requirements of the policies and procedures set forth in Appendix A). The proposer will also follow all the regulations and policies regarding Statewide Universal Full Day Prekindergarten Program (“SUFDPK”) registration and enrollment.
- D. The Provider must be able to perform the diagnostic screening of students enrolling in the UPK program that is required by Part 117 of the Regulations of the Commissioner of Education (8 NYCRR Part 117) for the new entrants utilizing District-approved assessments for the following: possibly gifted, a child with a disability, and limited English proficient. The Agency must also require UPK students to have a health examination (or provide a certificate on a prescribed form evidencing such examination), certificates or other proof of immunization, vision screening and hearing screening. Such diagnostic screenings must include a determination of the student’s development in oral expression, listening comprehension, written expression, basic reading skills and reading fluency and comprehension, mathematical calculation and problem solving, motor development, articulation skills, and cognitive development.
- E. The Provider will work with the District to align curriculum and instruction with NYS Prekindergarten Foundation for the Next Generation Learning Standards during the contracted period.
- F. The Provider will also adopt approved quality indicators of assessment using evidence-based research that is developmentally appropriate and aligned with the District’s curriculum of instruction, as determined by the Board of Education and Superintendent of Schools.
- G. The Provider will provide support services to children and families such as social and health related services by partnering with the District and other established partners such as Open Door Medical Centers and Family Services of Westchester.
- H. The Provider will follow the District established school calendar and hours of operation, including the requirement of a minimum of 6.5 instructional hours per day for each UPK student. Teachers, leaders and staff are expected to participate in District provided professional development days especially Superintendent Conference days.
- I. The Provider shall provide early literacy and emergent reading instruction based on

effective, evidence-based practices to the students attending the District's UPK Program, which shall include the following essential components:

- background knowledge;
  - phonological awareness;
  - expressive and receptive language;
  - vocabulary development;
  - phonemic awareness;
  - fluency; and
  - comprehension.
- J. The activities of the UPK Program shall be learner-centered and shall be designed and provided in a way that promotes each child's total growth and development, and ensures that:
- children are encouraged to be self-assured and independent through a balanced schedule of teacher-initiated and child-initiated learning activities;
  - instructional materials and equipment shall be arranged in learning centers that promote a balance of individual and small group activities; and
  - teachers shall use intentional planning to focus instruction to meet differentiated learning styles of students.
- K. The instruction provided in the UPK Program shall be based on the ages, interests, strengths and needs of the children. Learning experiences in such programs shall include:
- differentiated instruction to support the acquisition of new concepts and skills;
  - materials and equipment which allow for active and quiet play in indoor and outdoor environments;
  - instruction in the content area of English language arts, mathematics, science, social studies and the arts, including dance, music, theatre and visual arts; that is designed to facilitate student attainment of the State learning standards and is aligned with the instructional program in the early elementary grades;
  - opportunities for participation in inquiry-based activities and projects;
  - opportunities to use a wide variety of information in print and electronic mediums;
  - fine and gross motor activities in prekindergarten; and
  - instruction on health and nutrition topics for students in prekindergarten.
- L. The Agency will be required to arrange for pickup of free meals available to students because of the District's CEP status. Such meals shall be provided in an environment conducive to interaction between UPK students and staff members and at a time appropriate to meet the student's needs and provide sufficient time for eating and interaction.
- M. The Agency will help the transition of Pre-Kindergarten students to Kindergarten by providing the following services:
- Strengthening cognitive skills;
  - Increasing early literacy skills (reading, writing, speaking, listening and information processing);
  - Increasing creative and artistic abilities;
  - Improving inter- and intra-personal skills, feelings of self-worth, and become independent at a developmentally appropriate level;

- Increasing appreciation of diversity and improve understanding of their own heritage and its relationship to self-image and interactions with others;
  - Enhancing personal, physical and emotional wellness following the components of NYSED Social Emotional Learning Benchmarks; <http://www.p12.nysed.gov/sss/sel.html>
  - Increasing physical skills including fine and gross motor movement, kinesthetic and spatial relationships;
  - Encouraging parental involvement in their child’s education;
  - Ensuring parents have ease of utilization and access to program and program services; and
  - Integrating preschool children with disabilities.
- N. The Agency will also meet the needs of English Language Learners in the following categories:
- Language Instruction Educational Programming — Included in the U.S. DOE’s Every Student Succeeds Act’s (ESSA) Early Learning Non-Regulatory Guidance which contains explicit language related to the instruction to ELLs and providing professional development to teachers: “States must assist teachers (including preschool teachers), principals, and other school leaders, state educational agencies, and schools in establishing, in implementing and sustaining effective language instruction educational programs designed to assist in teaching English Learners including immigrant children and youth.” [SEC.3102 Purposes]. In light of this guidance, the Agency teachers must:
    - i. Understand language development.
    - ii. Recognize the connection between the home language and English.
    - iii. Connect oral language to emergent literacy.
    - iv. Provide bilingual supports
  - Multilingual Learner Identification
    - i. Establish the use of [\*NYSED’s Emergent Multilingual Learners Language Profile for Prekindergarten Students\*](#) to identify students who speak a language other than English.
    - ii. Provide a combination of supports and instruction in the students’ home language(s) while learning English (as per NYSED recommendation):
      - 1. Developmentally, culturally and linguistically responsive Pre-K academic curriculum and instruction.
- O. All individuals providing services to students in the Universal Pre-Kindergarten Program must comply with the New York State Safe Schools Against Violence in Education (SAVE) law fingerprinting requirements. All such individuals must be cleared by the New York State Education Department in accordance with the provisions in the SAVE law prior to providing service under the Universal Pre-Kindergarten Program. Proof must be presented to the District of such clearances.
- P. Universal Pre-Kindergarten regulations specify that the nursery/daycare center cannot

charge parents for the portion of its program that is paid for by Universal Pre-Kindergarten funds. As a result, all participating families may be asked to sign a form verifying that they are not being charged tuition at all. In addition, if a proposer is reimbursed by an outside funding source (e.g. State, Federal and or foundation funds) for a child, it cannot also accept Universal Pre-Kindergarten funding for the portion of the day already being subsidized.

- Q. The Provider awarded a contract through this solicitation will have to complete the Addendum Data Security and Privacy Plan that is attached to this RFP. The Agency understands that in performing the contract to be awarded through this RFP, the Agency 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 Agency concerning UPK attendees through any activity related to the contract awarded as a result of this RFP. The Agency 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 the Agency's 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 awarded contract or as explicitly authorized in writing by a parent or guardian of a UPK attendee or the Principal Contact Person of the District. The Agency understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of the awarded contract. The Agency agrees that if 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, 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.

## **6. DISTRICT OVERSIGHT**

The District reserves the right to provide oversight of the program via a District-employed New York State Certified School Administrator. At the discretion of the District, the Administrator's responsibilities may include:

- A. monitoring the awarded contract and provide oversight of the Providers program and support services;
- B. Conducting observations of each section of the UPK section;
- C. Collaborating with the Provider's Education Director on all program management, educational issues, design and implementation of Kindergarten transition and vertical articulation, child find responsibilities, curriculum, and bilingual education;

- D. Participating in the development, structure and delivery of instructional services, including program assessment;
- E. Providing the Provider with support or guidance in hiring, staff observations and evaluations;
- F. Providing support or guidance in consultation with the Provider's Education Director on teacher continuance based on the observation and evaluation processes.
- G. Unilaterally determining the student selection process for participation in the program, via lottery.

## **7. TRANSPORTATION**

The District will not provide transportation for UPK students. Should transportation be offered, Provider will be solely responsible for providing transportation.

## **8. NYSED**

The Agency shall be familiar with the following resources available on the NYSED site:

1. Applicable laws and regulations for Universal Pre-Kindergarten Programs listed at <http://www.nysed.gov/early-learning/laws-and-regulations>
2. Field Memoranda and Guidance Documents concerning early learning available at: <http://www.nysed.gov/early-learning/field-memos-and-guidance-pertaining-early-learning>
3. NYSED "Frequently Asked Questions" re: UPK available at <http://www.p12.nysed.gov/upk/faq.html>
4. <http://www.p12.nysed.gov/nurseryschool/regulations/NurserySchoolsRegulations.html>

## **9. PROPOSAL EVALUATION**

Proposals received will be evaluated by a committee to be determined at a later date.

Providers that are willing to provide the described services as requested above, shall be evaluated on the basis of experience and qualifications, including the criteria described below:

1. Quality of proposed comprehensive UPK Program
2. General experience in the field
3. Experience and qualifications of the professional staff assigned to the program
4. Submission of a cost effective budget
5. The eligible provider's capacity to effectively, efficiently and immediately provide needed services;
6. The ease of utilization and accessibility of the program to parents and/or guardians;
7. Capacity to provide ongoing staff development;
8. Staffing patterns;
9. Documentation that all applicable health and safety codes and licensure or registration requirements are met;

10. Anticipated fiscal share and other resources that will be contributed to the UPK Program;
11. Program design and experience in providing developmentally-appropriate programs;
12. Fiscal solvency;
13. Stability of staff, rate of turnover and ability to fill vacancies in a timely manner;
14. Articulated mission/philosophy statements;
15. Record management and documentation procedures followed by the Agency;
16. Administrative structure;
17. Capacity and experience in serving children with disabilities;
18. Capacity and experience in serving children and their parents and/or guardians when they are limited English proficient;
19. Children's progress as demonstrated by assessments; and
20. Demonstrated effectiveness of the Agency's program.

Proposals will be evaluated considering the methods to be used to meet the requirements of the UPK Program and the availability of qualified personnel who are proposed to provide the services.

Assessment of the Proposers past and present performance will be one of the means of evaluating the credibility of the Proposal and the relative capability to meet the requirements of the Scope of Services sought for the UPK Program.

Client reference must be current, representative of similar New York State projects requested in this RFP, and these similar projects must have included the personnel proposed for this project.

The award will be made to those responsible Proposers, whose Proposal conforms to the requirements of this RFP, and is considered most advantageous to the School District, considering the Proposal Evaluation criteria in this section. In making the determination of the award, the School District's decision will be final.

The District reserves the right to: (i) not select any of the Agencies that submit proposals; (ii) require Agencies to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) to negotiate terms of service and compensation with the Agencies that submit proposals.

During the evaluation process, the Board of Education or its designee, may, at its discretion, request any one or all agencies to make oral presentations. Such presentations will provide agencies with an opportunity to answer any questions the Board of Education or its designee may have regarding the agency's proposal. Not all agencies may be asked to make such oral presentations.

The District reserves the right without prejudice to reject any or all proposals. This 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.



## 10. INVESTIGATION OF QUALIFICATIONS

The work and services described in this RFP include the performance of activities directly affecting the safety of the prekindergarten students of the District. The District may make any investigation necessary to determine the ability of any Proposer submitting a proposal to fulfill the requirements of the contract to be awarded, and each Proposer shall furnish the District with all such information for this purpose as the District may request.

The District reserves the right to investigate all references and information submitted by each Agency pursuant to the requirements of this RFP. The final selection of an Agency shall be made at the discretion of the District's Board of Education based upon all relevant factors, including but not limited to price.

## 11. INSURANCE REQUIREMENTS

- A. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the successful Proposer selected, if any, shall effectuate the naming of the District as an unrestricted additional insured on the Proposer's insurance policies, with the exception of workers' compensation, N.Y. State Disability, and professional liability. If a policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- B. Each policy naming the District as an additional insured shall:

- a. Be issued by an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- b. Contain a 30-day notice of cancellation.
- c. State that the successful Proposer's coverage shall be primary and non-contributory coverage for the District, its Board of Education, employees and volunteers.

The District shall be listed as an additional insured by using endorsement CG 2026 or broader. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance. At the District's request, the successful Proposer must provide a copy of the declaration page(s) of the liability and umbrella/excess policies with a list of endorsements and forms. If so requested, the successful Proposer will also provide a copy of the policy endorsements and forms.

- C. The Agency shall indemnify the District for any deductibles applicable to claims made under the Agency's or the District's insurance policies as a result of acts or omissions of the Agency, its officers, directors, owners, embers, employees, contractors or agents.

- D. Required Insurance:

- a. **Commercial General Liability Insurance**
  - i. \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- b. **Automobile Liability**

- i. \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- c. Workers' Compensation and N.Y.S. Disability**
  - i. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- d. Professional Errors and Omissions Insurance**
  - i. \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the successful Proposer, its board, administrators and employees, performed under the contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract. Coverage must remain in effect for two years following the completion of the Agency's services to the District.
- e. Excess Insurance**
  - i. On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.
- f. Daycare Providers Errors and Omissions Insurance**
  - i. \$2,000,000 each occurrence and aggregate. Coverage for the errors and omissions of the Agency, its officers, directors, owners, members, contractors, agents and employees. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of the Agency's services to the District.
- g.** 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.
- h.** The Proposer acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of the contract to be awarded. The Proposer is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of its services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Agency understands, acknowledges and agrees that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

## **12. CONTRACT PROVISIONS**

The contract awarded, if any, as a result of this RFP shall contain the following provisions:

- A. **Indemnification:** To the extent permitted by law, the Provider awarded a contract as a result of this RFP shall agree to defend, indemnify and hold harmless the 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 Agency, its officers, directors, owners, members, employees, contractors or agents pursuant to the awarded contract, including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Agency, its officers, directors, owners, members, employees, contractors or agents 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 District, its employees, officers, agents and/or Board of Education may be named as a party, notwithstanding that the Agency may deem said claim, liability, suit, proceeding or action frivolous or without merit.
- B. **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 Provider 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 the prekindergarten students actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.
- C. **No Assignment:** the Provider awarded a contract as a result of this RFP 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 District, which consent may be withheld for any reason whatsoever or for no reason.
- D. **Modification or Amendment:** No amendment, change or modification of the awarded contract shall be valid unless in writing, signed by both the District and the Provider.
- E. **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.
- F. **Compliance with Laws:** The Provider awarded a contract as a result of this RFP 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.

- 1) The Provider awarded a contract as a result of this RFP 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 and/or the District.
- 2) The Provider awarded a contract as a result of this RFP 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 that are the subject of awarded contract.
- 3) The Provider awarded a contract as a result of this RFP 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 Agency awarded a contract as a result of this RFP utilizes an individual who is required to but 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 Agency awarded a contract as a result of this RFP 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.

G. Termination:

- 1) The awarded contract may be terminated by the District with or without cause upon sixty (60) 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.
- 2) 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.

### 13. ANTICIPATED PROPOSAL TIMELINE

The following is a list of key dates up to and including the date proposals are to be submitted:

- Request for proposals issued **April 8, 2024**
- Due date for proposals **April 29, 2024 2:00 PM**

### 14. PROPOSAL REQUIREMENTS

The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of the Proposers seeking to provide the service of administering a portion of the District's UPK Program. The substance of proposals will carry more weight than their form or manner of presentation. The Proposal should demonstrate the qualifications of the agency and of the particular staff to be assigned to this engagement. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposing Proposer's capabilities to satisfy the requirements of this RFP.

- A. **Submission of Proposals:** Please provide one (1) original, one (1) copy and one (1) electronic copy in USB of your proposal response. **Submittals that are faxed, or emailed, will NOT be accepted.** Late submissions may not be accepted. The Proposers are solely responsible for ensuring that their Proposal is received by Brian Fried, Assistant Superintendent for Business prior to the time and date set forth herein or as modified, if at all, by an Addendum. The entire proposal submitted in response to this RFP shall be placed in a sealed envelope marked with the words: "PROPOSAL FOR UNIVERSAL PRE-KINDERGARTEN PROGRAM."

All proposals must be sent to the following address and received at that address in the Administration Building **before 2:00 p.m. on April 29, 2024** unless such date and time is modified by Addendum, in which case all proposals must then be received before the time and date set forth in the Addendum.

Tarrytown UFSD  
Brian Fried, Assistant Superintendent for Business  
200 North Broadway  
Sleepy Hollow, NY 10591

- B. Proposal Content:** The proposal package must include the following items:

1. One (1) original, one (1) copy and one (1) electronic copy in USB
2. Title Page showing the RFP's subject; the Proposer's name; the name, address and telephone number of a contact person; and the date of the proposal.
3. A signed letter of transmittal that briefly states the Proposer's understanding of the services to be performed, the commitment to perform the services within the time period specified in this RFP, a statement why the Proposer believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm offer to provide the service of administering the District's Universal Pre-

Kindergarten (Pre-K) Program for the 2024-2025 school year with an option to annually renew for 2025-2026, 2026-2027, 2027-2028 and 2028-2029 school years.

4. Three (3) references with name and contact information (See Appendix B).
5. List of school district clients to whom services were provided in:
  - a. 2022-2023 school year.
  - b. 2023-2024 school year.
6. The name(s) of principals, partners, or employees in the Proposer, if any, who have done business with the District in the last 5 years and the nature of that business with the District. For purposes of this subparagraph, “doing business with the District” includes vending or other contractual obligations to the District or being an applicant for employment in the District.
7. Disclosure and description of any disciplinary proceedings pending against the Proposer in any jurisdiction or whether discipline has been previously imposed against the Proposer in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the cause for disciplinary action and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.
8. Disclosure and description of any arrests or convictions against any owner, officer, director, member or employee of the Proposer.
9. Assurance of ability to provide executed copies of the Certificates of Insurances.
10. Results of inspections conducted and compliance status.
11. The District is seeking to have the program run by the outsourced Proposer and take place at a site provided by the Proposer. Describe the proposed site including the street address, number of classrooms and square footage.

The following documents must be included in the submittal:

  - Certificate of Occupancy
  - Asbestos Environmental Building Management Plan (AHER or ASHARA)
  - Fire inspection reports
  - Architectural quality floor plans
  - Fire alarm reports
  - Copy of purchase deed, if property is owned by the Proposer
  - Memorandum of Agreement/Lease CBO with property owner, if the property is being leased
  - Proof of building ADA accessibility
12. A completed Proposer Information Form and Proposer Reference Form (See Appendix B).
13. A completed Non-Collusive Certification (See Appendix C).
14. A completed Non-Collusive Resolution (Required for Corporations) (See Appendix D).
15. A completed Background / Criminal Check Certification (See Appendix E).
16. A completed Proposer Warranties (See Appendix F).
17. A completed and notarized Iran Divestment Act Certification (See Appendix G).
18. A completed and notarized Hold Harmless Agreement (See Appendix H)
19. A completed W-9 form.

## 15. TECHNICAL PROPOSAL REQUIREMENTS

Each Proposer shall respond to each section to the descriptors located in the body of this document in order to detail how the Proposer will meet the goals and objectives of the Tarrytown UFSD Pre-Kindergarten Program Plan.

### A. **Agency Background:**

Detail Proposer's history in providing quality early childhood programs along with information regarding services provided to children with disabilities and children with limited English proficiency.

### B. **Pre-Kindergarten Services:**

1. How the Proposer will meet the goals and objectives of the Tarrytown UFSD Pre-Kindergarten Program, meet the requirements of Section 5 of this RFP and help kids in their transition to Kindergarten.
2. Detail how a child's progress will be documented by assessments.
3. Describe the early childhood services the Proposer would provide through the 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 Prekindergarten Foundation for the Next Generation Standards.
  - Provide support services to children and families such as social and health related services.
  - The on-going staff development opportunities in which Pre-Kindergarten staff would be engaged.
  - How many students can the organization provide services for?
  - How many classrooms can the organization support?
4. 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).
5. Detail the Proposer's standards and procedures for ensuring appropriate sanitation and custodial services.
6. Describe the collaborative relationship the Proposer proposes to have with the Tarrytown UFSD.

### C. Resume and detailed work experience of the Education Program Director.

### D. **Program Staffing:**

1. Explain the administrative structure of the Proposer and how records are managed within the agency. Describe documentation procedures followed by the Proposer.
2. Describe the supervisory structure for the proposed Pre-Kindergarten services, including detailed resumes of all staff that will be assigned to this contract.
3. Describe the process for coverage or substitution of staff as well as the ability of the organization to fill vacancies in a timely manner.

**E. Program Budget:**

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

1. Provide a 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.

**END OF SECTION**



## Appendix A

### Tarrytown UFSD UPK/SUFDPK POLICIES AND PROCEDURES

- 1. Facility Quality:** The Provider will provide a facility that is well maintained, clean, and safe. There will be adequate space for outdoor play with appropriately maintained equipment. The bathrooms will be immediately accessible and barrier free. The classrooms will be arranged into learning areas/centers and allow for the safe movement and activity for the number of children enrolled. Inspections will be made regularly by the District and areas in need of correction will be addressed in a timely manner. All buildings, premises, equipment and furnishing used for the Universal Pre-Kindergarten program must be safe and suitable for the comfort and care of the children, must comply with all applicable requirements of the Americans with Disabilities Act and must be provided and maintained in a state of good repair and sanitation. Buildings and classrooms operated by the Provider must meet all applicable fire, safety, and building codes. Section 151-1.7 of the Regulations of the Commissioner of Education sets forth the requirements which must be met by all facilities used for Universal Pre-Kindergarten classes.
- 2. Curriculum and Instruction:** The Provider will provide for an age and developmentally appropriate curriculum and activities that are learner-centered and play-based. Curriculum materials will be selected and/or approved by the District.
- 3. Screening and Assessment:** The Provider will administer the District approved screening assessment to each student at the beginning of each school year as well as at the end of the school year. The results of this screening assessment will be used to determine if a referral to the District's Committee for PreSchool Special Education ("CPSE") is appropriate and to identify if additional supports are necessary. In addition, the Provider will administer the District approved and curriculum-based assessment three times per school year- specifically in the Fall, Winter and Spring.
- 4. Ensuring Continuity of Instruction and Transition to School-Age Programs:** With guidance from the District, the provider will provide workshops and parent meetings regarding the Pre-Kindergarten to Kindergarten transition process.
- 5. Identification, Inclusion, and Support of Students with Special Needs:** The Provider will assure that students with disabilities participate in regular education activities unless otherwise indicated in the students' Individualized Education Program ("IEP") and that accommodations are made, as needed. The Provider will use the results of the screening assessment, classroom observations, and teacher or parental concerns to identify children who may require a referral to the CPSE. The Provider will work with parents and the District to make referrals for testing and services.
- 6. Inclusion, instruction, and Support of English Language Learners:** The Provider will support diversity, parent involvement and the retention/promotion of a student's home language as he/she progresses toward English learning. As much as is practicable, the Provider will provide oral and written communication to parents/families in their preferred language. The Provider will provide opportunities for students' literacy development in the home language, while also promoting acquisition of English in an inclusive classroom setting. The Provider will ensure that the developmental and social

emotional screening processes, and the provision of special services for students, are inclusive and respectful of their language and culture.

7. **Staffing:** All Provider's UPK teachers must possess one of the following: (a) a teaching license or certificate valid for services 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 ("Part 80"); or (b) a teaching license or certificate for students with disabilities valid for services in the early childhood grades pursuant to Part 80; or (c) a bachelor's degree in early childhood education or a related field together with a written plan to obtain a certification valid for service in the early childhood grades pursuant to Part 80 within five years; or (d) a teaching license or certificate valid for services in the childhood grades pursuant to Part 80 together with a written plan to obtain a certification valid for service in the early childhood grades pursuant to Part 80 within five years. Until all of the Provider's UPK teachers servicing students possess a teaching license or certificate valid for services in the early childhood, the Provider shall employ an on-site education director for all hours the UPK Program is in operation. The Provider's Education Director will be responsible for program implementation and must also possess a teaching license or certificate valid for services in the early childhood grades. 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. Furthermore, the Provider must have at least one teacher and one teaching assistant working in each UPK classroom that has up to 18 students. If a UPK class has 19 or 20 students, there must be one teacher and two teaching assistants. No UPK class shall exceed more than 20 students.
8. **Professional Development:** To ensure continuity from Pre-K to grades K-3, all Provider's UPK teachers and Education Directors will be required to attend relevant grades K-3 professional development activities. The District will provide Pre-K specific professional development each year. The Provider is responsible for tracking the professional development hours attended by each teacher and the Education Director. The Education Director will be required to pursue professional development dedicated to implementing and sustaining effective language instruction educational programs designed to assist in teaching English Language Learners including immigrant children and youth.
9. **Family Engagement and Support:** The Provider will provide parents with opportunities to gain an understanding of the SUFDPK program and curriculum, participate in parent education programs and conferences, understand the process of applying for kindergarten in the District. Written communication to parents will be provided in the parents' native language when possible.
10. **Physical Well-being and Health:** The Provider will provide adequate time for daily outdoor play as weather permits.
11. **Partnerships with Community, Non-profit, and Educational Institutions:** Efforts will be made with various community/non-profit organizations and educational institutions to form partnerships that will result in field trips and guest speakers/events to benefit the academic, social and emotional needs of Pre-K students.
12. **Program Oversight and Fiscal Management:** The 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/SUFDPK funds. The Provider will maintain a UPK/SUFDPK budget that is separate from all other funding sources. The Provider will have processes and systems in place to safeguard against supplanting funds. The District will maintain separate budget codes for UPK and/or SUFDPK funds.

**APPENDIX B**

**Tarrytown UFSD  
RFP 23-24 UNIVERSAL PRE-KINDERGARTEN  
AGENCY INFORMATION**

<b>Proposer's Name:</b>
<b>Address:</b>
<b>Telephone:</b>
<b>Fax:</b>
<b>Email Address:</b> <b>Web/blog site Address:</b>
<b>Contact Person and Title:</b>
<b>Type of Organization:</b> <input type="radio"/> Public Institution <input type="radio"/> Private Non Profit <input type="radio"/> Private Profit <i>Please attach proof of organizational status (e.g., 501(c)(3) IRS letter)</i>
<b>Statement of the Organization's Mission:</b>
<b>Maximum Number of UPK Slots That Agency Can Provide:</b> <b>Maximum Number of Pre-K Classes That Agency Can Provide:</b>
<b>Chief Executive Officer:</b>
<b>Signature of Chief Executive Officer:</b>

**RFP 23-24 UNIVERSAL PRE-KINDERGARTEN  
PROPOSER REFERENCE FORM**

**PROPOSER NAME:** \_\_\_\_\_

Please list (3) three references that your firm has serviced in a manner similar in scope to the specifications contained in this Proposal. References are part of the Proposal Documents and failure to supply these references may result in the rejection of your proposal.

1. School District/Public Sector: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_

2. School District/Public Sector: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_

3. School District/Public Sector: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_

Have you ever failed to complete any contract awarded to you? \_\_\_\_\_

If so, when, where and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have liens or lawsuits of any kind ever been filed against you or any officer, director or partner of your organization, arising out of any of your contracts: \_\_\_\_\_

If so, give details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tarrytown UFSD**  
**RFP 23-24 UNIVERSAL PRE-KINDERGARTEN**  
**APPENDIX C NON-COLLUSIVE CERTIFICATION**

The following statement is made pursuant to Section 103-D of NY General Municipal Law.

Non-Collusive Certification:

- A. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
- (1) The prices in this proposal 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 any other proposer or with any competitor.
  - (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
  - (3) No attempt has been made or will be made by the proposer to induce any other person partnership or corporation to submit a proposal for the purpose of restricting competition.
- B. A proposal 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 proposer cannot make the forgoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reason therefore. Where (A) (1) (2) and (3) have not been complied with, the proposal 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 proposal is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publications of revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

The undersigned hereby acknowledges receipt of the following Addenda and other authorized modifications to the contract documents and agrees to be bound by all such modifications whether listed herein or not.

Addendum No.1 dated \_\_\_\_\_ through Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

**The proposer affirms the above statement as true under the penalties of perjury.**

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*Name (please print)*

*Signature*



**Tarrytown UFSD  
RFP 23-24 UNIVERSAL PRE-KINDERGARTEN**

**APPENDIX D**

**RESOLUTION - FOR CORPORATE PROPOSERS ONLY**

RESOLVED THAT \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for the following project:

---

**Describe the project**

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D of the General Municipal Law of New York as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder or proposer shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by;

---

Corporation at a meeting of its Board of Directors held on the \_\_\_\_ day of \_\_\_\_\_ and is still in full force and effect this \_\_\_\_ day of \_\_\_\_\_ .

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**(SEAL OF CORPORATION)**

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**(SECRETARY)**

**Tarrytown UFSD  
RFP 23-24 UNIVERSAL PRE-KINDERGARTEN**

**Appendix E**

**BACKGROUND / CRIMINAL CERTIFICATION  
(This form must be signed and notarized)**

As part of this submission, I certify that I have performed background / criminal checks on all staff / employees under our employ, who will be assigned to the District as per the contract from this RFP. I understand that all staff / employees might come in direct contact with students and they have not been convicted of a felony or any offense in sexual nature involving a child.

Furthermore, I understand that the duty to certify is continuous in nature and extends to future staff / employees and staff / employees of subcontractors for the duration of the contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Affirmed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
**Firm's Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**(Print Name)**

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

\_\_\_\_\_  
**(Phone)**

\_\_\_\_\_  
**(Fax)**

**Tarrytown UFSD**  
**RFP 23-24 UNIVERSAL PRE-KINDERGARTEN**  
**Appendix F**  
**PROPOSER WARRANTIES AND CERTIFICATION**

- A. Proposer warrants that they/it are/is willing and able to comply with State of New York laws and regulations.
- B. Proposer 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, directors, owners, members, employees or agents thereof.
- C. Proposer will not delegate or subcontract their/its responsibilities under the awarded contract without the express prior written permission of Tarrytown UFSD.
- D. Proposer warrants that all information provided by them/it in connection with this proposal is true and accurate.
- E. Proposer warrants that they/it have/has read this Request for Proposal (RFP) to provide the service of administering the District's Pre-Kindergarten (Pre-K) Program and fully understands its intent. Proposer certifies that they/it have/has adequate personnel, equipment, and facilities to fulfill the requirements of this RFP. Proposer understands that their/its ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous proposal.
- F. Proposer understands that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. Proposer certifies that the submission of this Proposal is a binding commitment to provide the service of administering the District's Pre-Kindergarten (Pre-K) Program requested as proposed herein.
- G. Proposer certifies, under penalty of perjury, that he/she/it has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the NYS Labor Law.

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**Proposer's Name**

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**Address**

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**City, State, Zip**

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**(Print Name)**

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**(Signature)**

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**(Phone)**

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**(Fax)**

**Tarrytown UFSD**  
**RFP 23-24 UNIVERSAL PRE-KINDERGARTEN**  
**APPENDIX G**

**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) has developed and posted on its website a list of "persons" who are engaged in "investment activities in Iran", as these terms are defined in the law (the "Prohibited Entities List").

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

Additionally, any Proposer/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 District receive information that a Proposer/Contractor is in violation of the above- referenced certification, the 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 District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Proposer/Contractor in default. The District reserves the right to reject any proposal or request for assignment for Proposer/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 Proposer/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

\_\_\_\_\_ [title]

of the \_\_\_\_\_ Corporation and that neither the Proposer/Contractor nor any proposed subcontractor of Proposer/Contractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
Signature

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public Signature and Stamp

**Tarrytown UFSD**  
**RFP 23-24 UNIVERSAL PRE- KINDERGARTEN**  
**HOLD HARMLESS AGREEMENT**  
**(This form must be signed and notarized)**

**APPENDIX H**

It is hereby agreed and understood that the Proposer if awarded a contract by Tarrytown UFSD ("Contractor") agrees, to the maximum extent permitted by law, to hold harmless and indemnify Tarrytown UFSD, the Board of Education of Tarrytown UFSD, or any officer, agent, servant, or employee of the Tarrytown UFSD from any lawsuit, action, proceeding, liability, judgment, claim or demand which may arise out of:

- A. Any injury to person or property sustained by the Contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the awarded contract, however caused;
- B. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the Contractor, its agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the awarded contract.

The assumption of indemnity, liability and loss hereunder shall survive Contractor's completion of service or other performance under the awarded contract and any termination of the awarded contract.

The Contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Tarrytown UFSD, the Board of Education of Tarrytown UFSD, or any officer, agent, servant, or employee of the Tarrytown UFSD on any claim or demand, and shall satisfy any judgment that may be rendered against the Tarrytown UFSD, the Board of Education of Tarrytown UFSD, or any officer, agent, servant, or employee of the Tarrytown UFSD.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that the Contractor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

Signature of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

Affirmed to me this \_\_\_\_ day of \_\_\_\_\_ 2024.

Notary Signature: \_\_\_\_\_

Notary Stamp or Seal:

**APPENDIX I**  
**DATA SECURITY AND PRIVACY PLAN**

\_\_\_\_\_, having offices at \_\_\_\_\_ (hereinafter “Third-party Contractor”) and the Union Free School District of the Tarrytowns, having offices at 200 North Broadway, Sleepy Hollow, New York 10591 (hereinafter “School District”) hereby agree to make this Data Security and Privacy Plan part of their Agreement for services and attach it as an Addendum to that Agreement

1. Definitions: Terms used in this Data and Security Privacy Plan (the “Plan”) shall have the same meanings as those found in Education Law Section 2-d(1) and the Regulations of the 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 Addendum and the Agreement. Third-party Contractor agrees that if it receives a request for disclosure of confidential information obtained from the School District, 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, it shall notify the School District 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 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 this 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 Education Law Section 2-d and Part 121 of the Regulations of the 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, including but not limited to encryption technology, firewalls and password protection, 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. [insert list or description of safeguards and practices of the Third-party Contractor]
- 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;
- i. Not to disclose any personally identifiable student, teacher or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of the 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 Contractor, with the consent of the School District, to perform any of its obligations under this Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on Contractor in this 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 this 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 this 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 in no event more than seven (7) calendar days after discovering that any personally identifiable information of the School



District, its employees, students, teachers, principals or administrators is 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 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. Outline/describe how 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:

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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? (check one)

- Yes
- No

If Yes, how will the Third-party Contractor manage the sub-contractors to ensure personally identifiable data and information is protected?

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8. Describe how the Third-party Contractor will manage data privacy and security incidents that involve personally identifiable data or information, including but not limited to (a) what actions are taken to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data and (b) how the School District will be notified promptly of any data breaches and unauthorized disclosures of personally identifiable data or information? \_\_\_\_\_.

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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 addition, all information and data of the School District remaining in the possession of the Third-party Contractor will be

- Returned to the School District by \_\_\_\_\_ in the following format(s):  
\_\_\_\_\_.
- Securely delete and/or destroyed by \_\_\_\_\_ in the following manner: \_\_\_\_\_.
- Other – explain \_\_\_\_\_.
- If student data or teacher or principal data is to be maintained by 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 New York Education Law Section 2-d and Part 121 of the Regulations of the 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 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 Addendum 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.

UNION FREE SCHOOL DISTRICT  
OF THE TARRYTOWNS

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_

## EXHIBIT 1

### Parents' Bill of Rights for Data Privacy and Security

In accordance with New York State Education Law Section 2-d, the Public Schools of the Tarrytowns hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

- (1) New York State Education Law Section 2-d ("Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assures the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in their child's education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the District will, upon request of parents, or adult students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll.
- (2) A student's personally identifiable information cannot be sold or released for any commercial purposes;
- (3) Personally identifiable information includes, but is not limited to:
  - i. The student's name;
  - ii. The name of the student's parent or other family members;
  - iii. The address of the student or student's family;
  - iv. A personal identifier, such as the student's social security number, student number, or biometric record;
  - v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
  - vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
  - vii. Information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.
- (4) In accordance with FERPA, Section 2-d and Access to School Procedures and Materials, Policy #1105, parents have the right to inspect and review the complete contents of their child's education record;
- (5) The District has the following safeguards in place: Secure Server, SSL Encryption, Firewalls and Password Protection to protect student data, including personally identifiable information stored or transferred by the District.

- (6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review, at <http://www.p12.nysed.gov/irs/vendors/templates.html> or by writing to Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
- (7) Parents have the right to submit complaints about possible breaches of student data or teacher or principal APPR data. Any such complaint must be submitted, in writing, to: Superintendent of Schools, Dr. Raymond Sanchez, 914-631-9404, [rsanchez@tufsd.org](mailto:rsanchez@tufsd.org), 200 North Broadway, Sleepy Hollow, New York 10591.

**Supplemental Information for Agreement with \_\_\_\_\_ (hereinafter “Third-party Contractor”)**

The Third-party Contractor will provide the following information and Union Free School District of the Tarrytowns (the “School District”) will review and approve or require revision of this Supplemental Information until it is acceptable to the School District.

- (1) The personally identifiable student data or teacher or principal data (collectively, “the Data”) received by the Third-party Contractor will be used exclusively for the following purpose(s):

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- (2) The Third-party Contractor will ensure that all subcontractors and other authorized persons or entities to whom student data or teacher or principal data will be disclosed will abide by all applicable data protection and security requirements, including those mandated by New York State and federal laws and regulations, by the following means: \_\_\_\_\_

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- (3) The Agreement with the Third-Party Contractor will be in effect from \_\_\_\_\_ to \_\_\_\_\_. Upon the expiration of the Agreement, all student data or teacher or principal data remaining in Third-party Contractor’s possession will be (check those that are applicable and fill in required information):

- a. \_\_\_\_\_ Returned to the School District by \_\_\_\_\_ [date] in the following format: \_\_\_\_\_.

b. \_\_\_\_ Securely deleted or destroyed by \_\_\_\_\_ [date] in the following manner: \_\_\_\_\_

\_\_\_\_\_

c. \_\_\_\_ Other – explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

d. \_\_\_\_ If any of the Data is to be maintained by 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.

(4) A parent, student, teacher or principal can challenge the accuracy of the Data received by or generated by the Third-party Contractor in writing addressed to Superintendent of Schools, Dr. Raymond Sanchez, 914-631-9404, [rsanchez@tufsd.org](mailto:rsanchez@tufsd.org), 200 North Broadway, Sleepy Hollow, New York 10591.

(5) Describe where the Data will be stored (in a manner that will protect data security) and the security protections that will be taken by the Third-party Contractor to ensure the Data will be protected (e.g., offsite storage, use of cloud service provider, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(6) Third-party Contractor will use the following encryption technology to protect the Data while in motion or at rest in its custody: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNION FREE SCHOOL DISTRICT  
OF THE TARRYTOWNS

THIRD-PARTY CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_